

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
July 28, 2004

Mayor David Dermer
Vice-Mayor Richard L. Steinberg
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

Visit us on the Internet at **www.miamibeachfl.gov** for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

REGULAR AGENDA

R5 - Ordinances

- R5A An Ordinance Amending Chapter 62 Of The Miami Beach City Code, Entitled "Human Relations," By Adding An Article IV Thereof Entitled "Registered Domestic Partnerships" Which Provides For Registered Domestic Partnerships And Sets Forth The Rights And Legal Effects Of Such Partnerships; Providing For Repealer, Severability, Codification, And An Effective Date.
10:15 a.m. Second Reading, Public Hearing (Page 192)
(Requested by Commissioner Luis R. Garcia, Jr.)
(First Reading on July 7, 2004)

R5 - Ordinances (Continued)

- R5B Amendments To Land Development Regulations (LDR's)
An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," Clarifying Purpose, Providing For Additional Main Permitted Uses And Prohibiting Certain Uses, And Excluding From Floor Area Required Parking For Adjacent Properties; And Division 18, "PS Performance Standard District," Modifying Height, Number Of Stories, Setbacks, Floor Area Ratios And Allowing Required Parking In The CPS-1 And CPS-3 Zoning Districts For Defined Properties, Clarifying How Such Required Or Public Parking Relates To Floor Area And Is Allowed, And Floor Area Is Distributed, Through Covenants In Lieu Of Unity Of Title; Providing For Repealer, Severability, Codification And An Effective Date. **5:15 p.m. Second Reading, Public Hearing** (Page 200)

(Planning Department)
(First Reading on July 7, 2004)

- R5C Future Land Use Map (FLUM) Change
An Ordinance Amending The Future Land Use Map Of The Comprehensive Plan By Changing The Future Land Use Category For The Following Parcels, More Particularly Described In The Legal Descriptions Attached As Exhibits Hereto: 1) A Portion Of A Parcel Of Land Commonly Known As The "Federal Triangle," Approximately 450 Square Feet, From The Current ROS, "Recreation And Open Space," To The Future Land Use Category Of MR, "Marine Recreation;" And 2) A City-Owned Parcel 50-Foot Wide Fronting On Biscayne Bay, Of Approximately 4,600 Square Feet, On Block 8, South Beach Park Subdivision (A/K/A Hinson Parcel) From The Current CPS-3, "Commercial Intensive Mixed-Use," To The Future Land Use Category ROS, "Recreation And Open Space;" Providing For Inclusion In The Comprehensive Plan, Transmittal, Repealer, Severability And An Effective Date. **5:15 p.m. Public Hearing** (Page 225)

(Planning Department)

- R5D Zoning Map Change
An Ordinance Amending The Official Zoning District Map, Referenced In Section 142-72 Of The Code Of The City Of Miami Beach, Florida, By Changing The Zoning District Classification For The Following Parcels, More Particularly Described In The Legal Descriptions Attached As Exhibits Hereto: 1) A Portion Of A Parcel Of Land Commonly Known As The "Federal Triangle," Approximately 450 Square Feet, From The Current GU, "Government Use," To The Proposed Zoning Classification MR, "Marine Recreation;" And 2) A Portion Of Lot 18 And The 10 Foot Strip Of Land Adjacent Thereto, And A Portion Of Lots 29 And 30 And The 10 Foot Strip Of Land Adjacent Thereto, Block 51 Of The Plat Of Ocean Beach Fla. Addition No. 3, From GU, "Government Use," To The Proposed Zoning Classification CPS-1, "Commercial Limited Mixed-Use;" Providing For Codification, Repealer, Severability And An Effective Date. **5:15 p.m. Public Hearing** (Page 240)

(Planning Department)

R5 - Ordinances (Continued)**R5E MR Comprehensive Plan Text Amendments And Approval Of Compliance Agreement**

A Resolution Approving A Compliance Agreement, Pursuant To Section 163.3184(16), Florida Statutes For Settlement Of Certain Administrative Litigation Styled East Coastline Development, LTD., Vs. City Of Miami Beach And The Florida Department Of Community Affairs, Case No. 02-3283GM Involving The Appropriate Language In The Text Of The Comprehensive Plan Affecting The MR-Marine Recreation District. **5:15 pm. Public Hearing**

An Ordinance Amending Ordinance No. 2002-3370, Which Clarified The Text Of The City Of Miami Beach Comprehensive Plan Concerning The "MR-Marine Recreation" Land Use Designation, By Amending Permitted Uses And Adding Prohibited Uses, And Clarifying The Relationship Of Required Parking To Floor Area Within Such District; Providing For Repealer, Severability And An Effective Date. **5:15 pm. Public Hearing** (Page 255)
(Planning Department)

R5F Portofino DRI - Notice Of Proposed Change

An Ordinance Adopting An Amendment To The Portofino Development Of Regional Impact (DRI) Development Order, As Adopted By City Of Miami Beach Ordinance No. 98-3121, Pursuant To A Notification Of Proposed Change (NOPC) Proposed By TRG-Alaska I, Ltd And TRG-Alaska III, LLC, To Allow: (1) The Filling And Bulkheading Of The Existing Boat Basin On The Alaska Parcel; And (2) Adding Approximately 7,200 Square Feet Of Lands To The DRI; Finding That These Changes Do Not Constitute A Substantial Deviation Pursuant To Chapter 380 Florida Statutes; Providing For Transmittal, Repealer, Severability And An Effective Date. **5:15 p.m. Public Hearing**
(Page 278)

(Planning Department)

R5G Neighborhood Conservation District Enabling Ordinance

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 118, "Administration And Review Procedures," By Adopting Article XI, "Neighborhood Conservation Districts," Establish Procedures And Criteria For The Creation Of Neighborhood Conservation Districts; Providing For An Intent Statement, Qualification Criteria, And Procedures For Creating And Modifying Such Districts; Providing For Codification; Repealer; Severability; And An Effective Date. **5:30 p.m. Second Reading, Public Hearing** (Page 295)

(Planning Department)

(First Reading on May 26, 2004)

R7 - Resolutions

- R7A A Resolution Approving A Settlement Agreement By And Among East Coastline Development, Ltd., Westside Partners, Ltd., And Other Entities Collectively Known As The "Portofino Entities," And Certain Successors In Interest That Are Part Of The Related Group Of Florida, Known As The "Related Entities," And The City Of Miami Beach And The Miami Beach Redevelopment Agency, Concerning Litigation Over Certain Parcels In The South Pointe Area Of Miami Beach Known As The Alaska Parcel, Goodman Terrace, The Hinson Parcel, Blocks 51, 52 And Block 1, And Including A Portion Of The Federal Triangle, And Authorizing The Mayor And City Clerk To Execute Such Agreement, And The Taking Of Necessary And Appropriate Steps For The Implementation Thereof. **Joint City Commission and Redevelopment Agency** (Page 315)
(City Manager's Office)
- R7B A Resolution Awarding A Professional Service Agreement To MC Harry For Planning, Design, Bid/Award And Construction Administration Services For The Collins Park Cultural Center Improvement Project, In The Amount Of \$657,072; Appropriating \$56,514 From Parking Funds For Said Agreement; Accepting And Appropriating A \$20,000 Donation From The Banana Republic Foundation For The Renovation Of The Rotunda. **Joint City Commission and Redevelopment Agency** (Page 458)
(Capital Improvement Projects)
- R7C A Resolution Authorizing The City Manager, Or His Designee To Select, Negotiate, Award And Reject All Bids, Contracts, Agreements, Purchase Orders, Change Orders And Grant Applications; Renew Existing Contracts Which May Expire; Terminate Existing Contracts As Needed; From The Last Commission Meeting On July 28, 2004, Until The First Regularly Scheduled Commission Meeting In September 8, 2004, Subject To Ratification By The City Commission At Its First Regularly Scheduled Meeting On September 8, 2004. **Joint City Commission and Redevelopment Agency**
(Page 471)
(Procurement)
- R7D A Resolution Following A Duly Noted Public Hearing, Granting A Certificate Of Appropriateness For Demolition Of The Existing Library At Collins Park, A Building Designated Non-Contributing, Located At 2100 Collins Avenue, In Order To Restore And Renovate Collins Park. **11:00 a.m. Public Hearing**
(Page 474)
(Capital Improvement Projects)
- R7E A Resolution Following A Duly Noticed Public Hearing, Creating Restricted Residential Parking Permit Zone 13/Lower West Avenue, With Boundaries As Follows: On The South, The Centerline Of 5th Street; On The North, The Centerline Of 13th Street; On The East, By Alton Court; And On The West, The Westerly Line Of West Avenue. **5:01 p.m. Public Hearing** (Page 481)
(Parking Department)
(Continued from May 26, 2004)

R7 - Resolutions (Continued)

- R7F A Resolution Pursuant To A Scheduled Public Hearing Authorizing (1) The Conveyance Of Approximately 7,726 Square Feet Of City-Owned Land Contained In And Adjacent To Lots 18, 29 And 30 Of Block 51, Located Between Washington Avenue On The East, Biscayne Court To The North, Alton Road To The West And South Pointe Drive To The South, In Miami Beach, Florida To TRG-Alaska III, LLC, (2) The Conveyance Of Approximately 450 Square Feet Of The Eastern Tip Of The City-Owned Land Commonly Known As The Federal Triangle, Subject To Federal Government Approval, Located Adjacent To The Alaska Property, Adjacent To South Pointe Park In Miami Beach, Florida, To TRG-Alaska I, Ltd., And (3) The Vacation Of Approximately 4,653 Square Feet Of The Southern Portion Of The Alley Known As Ocean Court On Block 1, Located Between Ocean Drive On The East, First Street To The North, Collins Avenue To The West And South Pointe Drive To The South, In Miami Beach, Florida, To Sun & Fun, Inc. And Portofino Real Estate Fund, Ltd., And Waiving The \$5,000 Application Fee, Pursuant To The Terms Of The Settlement Agreement; Further Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements; As Required By Section 82-39 Of The Miami Beach City Code; Finding Said Waiver To Be In The Best Interest Of The City Of Miami Beach. **5:15 p.m. Public Hearing** (Page 490)
(City Manager's Office)
- R7G A Resolution Setting The Proposed Millage Rates For Fiscal Year (FY) 2004/05, The Calculated "Rolled-Back" Rate, And The Date, Time, And Place Of The First Public Hearing; Further Authorizing The City Manager To Transmit This Information To The Miami-Dade County Property Appraiser In The Form Required By Section 200.065, Florida Statutes. (Page 509)
(Budget Department)
(Commission Memorandum and Resolution Distributed in Separate Document)
- R7H A Resolution Of The Board Of Directors Of The Normandy Shores Local Government Neighborhood Improvement District Setting 1) The Proposed General Operating Millage Rate For The Normandy Shores Neighborhood Improvement District; 2) The Calculated Rolled-Back Rate; And, 3) The Date, Time, And Place Of The First Public Hearing To Consider The Operating Millage Rate And Budget For Fiscal Year (FY) 2004/05; Further Authorizing The City Manager To Transmit This Information To The Miami-Dade County Property Appraiser In The Form Required By Section 200.065, Florida Statutes. (Page 511)
(Budget Department)
- R7I A Resolution Authorizing The Administration To Issue A Request For Qualifications (RFQ) For Architecture, Landscape Architecture, Engineering, And Construction Administration Services Needed To Complete The Planning, Construction Design, And Construction Of The South Pointe Park Improvement Project With Funding Provided By The Series 2000 General Obligation Bond, South Pointe RDA Funding, And The 1995 Parks Bond. (Page 517)
(Capital Improvement Projects)

R7 - Resolutions (Continued)

- R7J A Resolution Appropriating Funds, In The Amount Of \$1,450,578, From The Following Funding Sources: \$777,004 From The General Fund Capital Replacement Fleet Funds For Fire Department Vehicles That Have Been Or Will Be Acquired From Other Funding Sources; \$226,972 From The 2% Resort Tax Funds; \$443,512 From The 1999 General Obligation Bond For Shorelines And Seawalls; And \$3,090 From The Stormwater Bond Fund Series 2000, To Provide Sufficient Funding To Commence Construction Of The New Fire Station No. 4 Project And The Adjacent Seawall Repairs And Restoration Scope. (Page 524)
(Capital Improvement Projects)

R9 - New Business and Commission Requests

- R9A Board and Committee Appointments. (Page 546)
(City Clerk's Office)
- R9A1 Nominate Mr. Marcelo Llorente To The Personnel Board. (Page 550)
(Requested by Commissioner Simon Cruz)
- R9A2 Nominate Mr. Alex DeGasperi To The Personnel Board. (Page 552)
(Requested by Commissioner Saul Gross)
- R9B Review Of A Design Review Board Decision Approving A Request By Fisher Islands Holdings, LLC For The Construction Of An Eleven (11) Story Multi-Family Residential Building Located At the Easternmost Portion Of The Site At 7100 Fisher Island Drive On Fisher Island. **10:30 a.m. Public Hearing** (Page 554)
(City Clerk's Office)
- R9C Presentation On The Bay Link Project By The Metropolitan Planning Organization (MPO). (Page 558)
(Requested by Commissioner Matti Herrera Bower)
- R9D Discussion Regarding The Mitigation Of Traffic Plan For The 63rd Street Flyover Removal And Reconsideration Of The Vote Taken At The July 7, 2004 Commission Meeting. (Page 560)
(Requested by Commissioner Matti Herrera Bower)
- R9E Discussion Regarding Funding For The Miami Beach Community Health Center (MBCHC). (Page 562)
(Requested by Commissioner Luis R. Garcia, Jr.)

Reports and Informational Items

- A Submittal Of Greater Miami Convention And Visitor's Bureau Strategic Plan And Stated Goals.
(Page 593)
(City Manager's Office)
- B Non-City Entities Represented By City Commission:
1. Minutes From The Performing Arts Center Trust Meeting Of June 14, 2004 And Agenda For The Meeting On July 20, 2004. (Page 685)
(Requested by Commissioner Matti Herrera Bower)
 2. Minutes From The Bay Link Advisory Committee Meeting Of June 23, 2004 And Agenda For The Meeting On July 21, 2004. (Page 691)
(Requested by Commissioner Matti Herrera Bower)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



OFFICE OF THE CITY CLERK

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m. and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this forum.
2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website which is - <http://ci.miami-beach.fl.us>.
3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, with the approval of the City Commission, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of fifteen minutes total allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.

CITY OF MIAMI BEACH

2004 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

January 14 (Wednesday)

February 4 (Wednesday)

February 25 (Wednesday)

March 17 (Wednesday)

April 14 (Wednesday)

May 5 (Wednesday)

May 26 (Wednesday)

June 9 (Wednesday)

July 7 (Wednesday)

July 28 (Wednesday)

August City Commission in Recess – NO MEETINGS

September 8 (Wednesday)

October 13 (Wednesday)

November 10 (Wednesday)

December 8 (Wednesday)

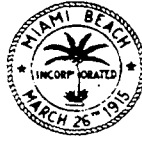
R5

ORDINANCES

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: July 28, 2004

FROM: Murray H. Dubbin *MH*
City Attorney

**SECOND READING
PUBLIC HEARING**

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 62 OF THE
MIAMI BEACH CITY CODE ENTITLED "HUMAN
RELATIONS" BY ADDING ARTICLE IV THERETO
TO PROVIDE FOR REGISTERED DOMESTIC PARTNERS.**

Pursuant to the request of Commissioner Garcia and the recommendation of the Neighborhood/Community Affairs Committee, the above referenced Ordinance was passed by the Mayor and City Commission on first reading on July 7, 2004. The Ordinance adds a new Article IV to Section 62 of the Code ("Human Relations"), allowing for Registered Domestic Partnerships for those wishing to register who meet the eligibility requirements, and granting certain rights including health care visitation and health care decisions, among other rights, to the extent not superseded by federal, state, or county law or ordinance. This Ordinance is independent of Article III of Chapter 62 which provides certain rights and benefits for certified City employee Domestic Partners.

During the discussion by the Commission of this Ordinance on July 7, 2004, at the suggestion of Commissioner Smith, the Commission approved the Ordinance to include a provision allowing a private right of action by Registered Domestic Partners. Thus, a substitute Section 62-133(d) has been included that would allow a Registered Domestic Partner to enforce the rights under proposed Sec. 62-132 by filing a private action against a person or entity in any court of competent jurisdiction for declaratory relief, injunctive relief, or both.

MHD/ym

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Agenda Item RSA

1700 Convention Center Drive -- Fourth Floor -- Miami Be

Date 7-28-04

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE, ENTITLED “HUMAN RELATIONS”, BY ADDING AN ARTICLE IV THERETO ENTITLED “REGISTERED DOMESTIC PARTNERSHIPS” WHICH PROVIDES FOR REGISTERED DOMESTIC PARTNERSHIPS AND SETS FORTH THE RIGHTS AND LEGAL EFFECTS OF SUCH PARTNERSHIPS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City to be responsible to the changing needs of society and to treat all persons fairly and equitably; and

WHEREAS, the City recognizes that long-term committed relationships foster economic stability and emotional and psychological bonds; and

WHEREAS, the City has adopted a human rights ordinance and seeks to comply with the full spirit of it; and

WHEREAS, the City, independent of the rights and benefits provided by Article III of Chapter 62 for City employees, wishes to afford persons the ability to become a Registered Domestic Partner with certain legal rights.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 62 of the Miami Beach City Code is hereby amended by adding an Article IV thereto, as follows:

ARTICLE IV. REGISTERED DOMESTIC PARTNERSHIPS

Sec. 62-130. Definitions.

“Committed relationship” means a family relationship, intended to be of indefinite duration, between two individuals characterized by mutual caring and the sharing of a mutual residence.

“Mutual residence” means that the Registered Domestic Partners share the same place to live. It is not necessary that the legal right to possess the place of residence be in both of their names. Two people may share a mutual residence even if one or both have additional places to live. Registered Domestic Partners do not cease to share a mutual residence if one leaves the shared place but intends to return.

“Declaration of Registered Domestic Partnership” means the document that is filed with the City Clerk’s office according to the procedures established in section 62-131.

A “dependent” is a person who resides within the household of a Registered Domestic Partnership and is:

1. a biological, adopted, or foster child of a Registered Domestic Partner; or
2. a dependent as defined under IRS regulations; or
3. a ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.

“Registered Domestic Partnership” means committed relationship between two persons who consider themselves to be a member of each other's immediate family and have registered their partnership in accordance with section 62-131.

Sec. 62-131. Registration, amendment, termination and administration procedures.

(a) Registration.

(1) Declaration of Registered Domestic Partnership. A declaration of Registered Domestic Partnership shall be filed with the City Clerk’s office and shall contain the names and addresses of the applicants who shall swear or affirm under penalty of perjury that each partner:

- a. Is at least 18 years old and competent to contract;
- b. Is not married to or a member of another Registered Domestic Partnership or civil union with anyone other than the co-applicant;
- c. Agrees to share the common necessities of life and to be responsible for each other's welfare;
- d. Shares his or her primary residence with the other;
- e. Considers himself or herself to be a member of the immediate family of the other partner; and

- f. Agrees to immediately notify the City Clerk's office, in writing, of any change in the status of the Registered Domestic Partnership.
- g. Agrees to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the Registered Domestic Partnership.
- (2) Each partner agrees to immediately notify the City Clerk's office, in writing, if the terms of the Registered Domestic Partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.

(b) Amendment

A Registered Domestic Partner may amend a Registered Domestic Partnership previously filed with the City Clerk to show a change in his or her household address or to add or delete dependents. Amendments shall be signed by both members of the Registered Domestic Partnership under penalty of perjury.

(c) Termination.

(1) Termination statement. A Registered Domestic Partner may terminate the Registered Domestic Partnership by filing a termination statement with the City Clerk's office. The person filing the termination statement shall swear or affirm under penalty of perjury that:

- a. The Registered Domestic Partnership is to be terminated; and
- b. If the termination statement is not signed by both Registered Domestic Partners, a copy of the termination statement shall be served, by certified or registered mail, on the other Registered Domestic Partner, and proof of service shall be filed with the City Clerk's office.

(2) Effective date. The termination shall become effective on the date of filing of the termination statement signed by both Registered Domestic Partners or if the termination statement is not signed by both parties, on the date proof of service is filed with the City Clerk's office pursuant to subsection (c)(1)b., above.

(3) Automatic termination. A Registered Domestic Partnership shall automatically terminate in the event that one of the Domestic Partners dies, marries, or enters into a civil union with someone other than his or her Registered Domestic Partner.

(d) Administration.

(1) Forms. The City Clerk's office shall provide forms for the establishment, amendment, and termination of Registered Domestic Partnerships.

(2) Certificate of Registered Domestic Partnership. The City Clerk's office shall issue to the Registered Domestic Partners a certificate of Registered Domestic Partnership no later than ten business days after the declaration of Registered Domestic Partnership is filed.

(3) Maintain records. The City Clerk's office shall maintain copies of the declaration of Registered Domestic Partnerships, any and all amendments thereto, certificates of Registered Domestic Partnership, and termination statements filed by Registered Domestic Partners.

(4) Fees. The fee for registering the declaration of Registered Domestic Partnership shall be \$50.00, which shall cover all costs of registration. The fee for amending or terminating the declaration of Registered Domestic Partnership shall be \$25.00 which shall cover all costs of amendment or termination of the Registered Domestic Partnership.

Sec. 62-132. Rights and Legal Effect of Registered Domestic Partnership

To the extent not superseded by federal, state, or county law or ordinance, Registered Domestic Partners shall have the following rights:

(a) Health care facility visitation.

The term “health care facility” includes, but is not limited to, hospitals, convalescent facilities, walk-in clinics, doctor’s offices, mental health care facilities, and other short and long term facilities located within, or under the jurisdiction of, the City of Miami Beach. All health care facilities operating within the City of Miami Beach shall allow a Registered Domestic Partner the same visitation rights as a spouse (or parent, if the patient is a dependent of the Registered Domestic Partnership) of the patient. A dependent of a Registered Domestic Partner shall have the same visitation rights as a patient’s child.

(b) Correctional facility visitation rights.

The term “correctional facility” includes, but is not limited to, holding cells, jails, and juvenile correction centers of any kind, located within or under the jurisdiction of the City of Miami Beach. A Registered Domestic Partner shall have the same visitation rights at all correctional facilities operating within the City of Miami Beach as a spouse (or parent, if the person in custody is a dependent of the Registered Domestic Partnership) of a person in custody. A dependent shall have the same visitation rights afforded to the child of a person in custody.

(c) Health care decisions.

This section pertains to decisions concerning both physical and mental health. If a patient lacks the capacity to make a health care decision, the patient’s Registered Domestic Partner shall have the same authority as a spouse to make a health care decision for the incapacitated party. If the patient is a dependent of the Registered Domestic Partnership, the Registered Domestic Partners shall have the same authority to make health care decisions as a parent; however, if a biological parent of a minor dependent, whose parental rights have not been terminated, is available, willing, and competent to make the health care decision, the biological parents’ authority to make health care decisions on behalf of the minor shall supersede that of a Registered Domestic Partner who is not the biological parent of the minor dependent.

(d) Participation in Education.

A Registered Domestic Partner shall have the same rights to participate in the education of a dependent of the Registered Domestic Partnership as a parent to participate in the education of their child, in all educational facilities located within or under the jurisdiction of the City

of Miami Beach. This includes the right of a Registered Domestic Partner to participate in the home schooling of a dependent in accordance with Florida law.

(e) Funeral/Burial decisions.

Following the death of a Registered Domestic Partner, the surviving partner shall have the same rights to make decisions with regard to funeral/burial decisions and disposition of the decedent's body as a surviving spouse.

(f) Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including but not limited to notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include Registered Domestic Partners.

(g) Preneed guardian designation.

Any person who is registered as a Registered Domestic Partner pursuant to this Chapter shall have the same right as any other individual to be designated as a preneed guardian pursuant to section 744.3045, Florida Statutes, and to serve in such capacity in the event of his or her declarant Registered Domestic Partner's incapacity. A Registered Domestic Partner shall not be denied or otherwise be defeated in serving the plenary guardian of his or her Registered Domestic Partner or the partner's property, under the provisions of Chapter 744, Florida Statutes, to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

Sec. 62-133. Limited effect.

(a) Nothing in this article shall be interpreted to alter, affect, or contravene county, state or federal law.

(b) Nothing in this article shall be construed as recognizing or treating a Registered Domestic Partnership as a marriage.

(c) All rights, privileges, and benefits extended to Registered Domestic Partnerships registered pursuant to this Chapter shall also be extended to all persons legally partnered in another jurisdiction.

~~(d) Nothing in this Chapter shall be construed to create additional legal liabilities greater than those already existing under law or to create new private causes of action.~~

(d) A Registered Domestic Partner may enforce the rights under Sec. 62-132 by filing a private action against a person or entity in any court of competent jurisdiction for declaratory relief, injunctive relief, or both.

<i>Bolded/Italicized language reflects amendments made between first and second reading.</i>

(e) This Article is independent of Article III of Chapter 62 and does not affect any rights or benefits of City employees.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the ____ day of _____, 2004.

PASSED AND ADOPTED this ____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7/22/04
City Attorney Date

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 28, 2004, at the times listed below**, to consider the following:

At 10:15 a.m.:

AN ORDINANCE AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE, ENTITLED "HUMAN RELATIONS," BY ADDING AN ARTICLE IV THEREOF ENTITLED "REGISTERED DOMESTIC PARTNERSHIPS" WHICH PROVIDES FOR REGISTERED DOMESTIC PARTNERSHIPS AND SETS FORTH THE RIGHTS AND LEGAL EFFECTS OF SUCH PARTNERSHIPS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Capital Improvement Projects at (305) 673-7071.

at 5:30 p.m.:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISH PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service)

(Ad #0269)

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of the Mayor and City Commission of the City Of Miami Beach, Florida, amending the Code of the City of Miami Beach, by amending Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," clarifying purpose, providing for additional main permitted uses and prohibiting certain uses, and excluding from Floor Area required parking for adjacent properties; and Division 18, "PS Performance Standard District," modifying height, number of stories, setbacks, floor area ratios and allowing required parking in the CPS-1 and CPS-3 zoning districts for defined properties, clarifying how such required or public parking relates to floor area and is allowed, and floor area is distributed, through covenants in lieu of unity of title.

Issue:

Amendments to the current land development regulations of the City Code to match developments according to a concept plan as part of the settlement agreement with the Portofino Entities.

Item Summary/Recommendation:

After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings. As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require modifications to the Land Development Regulations (LDRs) of the City Code as they relate to MR, Marine Recreational permitted and prohibited uses, and what is and not included in FAR calculations; development regulations for other properties located within the CPS-1, 2, 3 and 4 zoning districts further explained in the analysis portion of this report.

The Administration recommends that the City Commission adopt the ordinance.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R5B
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge'.

Second Reading - Public Hearing

Subject: Amendments to Text of Land Development Regulations (LDRs).

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE C-PS1 AND C-PS3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance.

BACKGROUND

After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings.

As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require modifications to the Land Development Regulations (LDRs) of the City Code as they relate to MR, Marine Recreational permitted and prohibited uses, and what is and not included in FAR calculations; and development regulations for other properties located within the C-

PS1, 2, 3 and 4 zoning districts which are further explained in the analysis portion of this report.

ANALYSIS

The proposed amendments to the LDRs accomplish the following:

MR, Marine Recreational:

- Additional permitted uses such as residential; parks; baywalks; public facilities, required parking for adjacent properties not separated by road or alley.

At the July 7, 2004 meeting, during the Commission discussion of the settlement agreement, a motion was made and seconded to approve Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

By approving this option, the need to include residential use in the MR, "Marine Recreational" LDRs is eliminated.

- Would prohibit dance halls and entertainment establishments as a main permitted or accessory use.
- Although not changing the current FAR of 0.25, the required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

The amendment to the PS, Performance Standard District includes:

- A definition for all the properties that will be affected by the changes to the development regulations.

C-PS1:

- Maximum height: from 40 feet to 75 feet for properties in Block 51 and Block 52 part of the DRI, and Block 1.

During first reading, the Commission amended the ordinance to eliminate the exclusion of properties other than those in the DRI from achieving a height of 75 feet in both the C-PS1 and C-PS2 for residential or hotel projects.

- Maximum number of stories: from 4 to 8 for the subject properties in Blocks 51, 52 and 1.

- FAR: from 1.0 for commercial development to 1.5 regardless of the type of development for the subject properties in Blocks 51 and 52; and 2.0 for the subject properties in Block 1. It should be further noted that the current regulations increase the FAR from 1.0 to 1.25 for mixed-use projects and 1.5 for residential project.
- Residential and hotel development in C-PS1: eliminates the current exemption for these types of developments that allows them a maximum height of 75 feet and replaces the original maximum height of 40 feet for those properties not affected by these amendments.

During first reading, the Commission amended the ordinance to reinstate the height of 75 feet in both the C-PS1 and C-PS2 for residential or hotel projects.

C-PS2:

- Residential and hotel development in C-PS2: eliminates the current exemption for these types of developments that allows them a maximum height of 75 feet and replaces the original maximum height of 50 feet for those properties east of Lenox Avenue.

During first reading, the Commission amended the ordinance to reinstate the height of 75 feet in both the C-PS1 and C-PS2 for residential or hotel projects.

C-PS3:

- Residential and hotel development in C-PS3: the FAR for the Goodman Terrace/Hinson Parcels is proposed to be modified to achieve 296,000 square feet which is estimated to be a 3.1 FAR; the unlimited height provision is being removed and replaced with a maximum height of 300 feet for the Goodman Terrace/Hinson Parcels.

Approved Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

C-PS4:

- Residential and hotel development in C-PS4: the unlimited height provision is being removed.

The proposed changes also include amendments increasing the front setbacks and decreasing the rear setbacks for the pedestal and tower for the subject properties in

Blocks 1, 51 including the swap properties and 52, as well as other amendments specified in the attached ordinance.

These changes are the result of a settlement agreement that has been accepted by the City Commission in the "term sheet" presented on February 25, 2004. As previously stated, the proposed amendments to the LDRs seek to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve these issues, which are believed to be in the mutual best interests of both parties.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan; their comments are also included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.

- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and

collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, and June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004. An additional meeting was held by the Neighborhood Representatives and the Developer on July 12, 2004

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 3 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

At the July 12, 2004 meeting of the neighborhood representatives participating in the Collaborative process, provided the following comments:

- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance (approximately half-way to Alton Road).
- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before final adoption at 2nd reading.

CITY COMMISSION ACTION

At the July 7, 2004 meeting, the City Commission amended the proposed ordinance as follows:

- *Reinstate the height of 75 feet in both the C-PS1 and C-PS2 for residential or hotel projects.*
- *Approved Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.*
- *Eliminated residential use in MR, Marine Recreation district.*
- *Eliminated the courtyard requirement for those properties identified in the Settlement Agreement and the Concept Plan.*

The attached ordinance reflects the changes made by the Commission.

CONCLUSION

Pursuant to Section 118-164(1) of the City Code, when the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category, or changes the actual zoning map designation for a parcel or parcels of land and, in either case, the proposed amendment involves less than ten contiguous acres, the City Clerk shall notify by mail the owners of record of land lying within 375 feet. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of such notice shall be kept available for public inspection during the regular business hours of the office of the City Clerk.

A notice for the public hearing on July 28, 2004 was mailed to the owners of record of land lying within 375 feet on June 25, 2004. Additional notice was given in the newspaper published on July 11, 2004. After the public hearing, the City Commission may adopt the ordinance by a 5/7ths vote.

^{OK}
JMG/CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others, have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM West Side Partners, Ltd.; and

WHEREAS, the Mayor and City Commission have heretofore approved a Settlement Agreement, in concept, by and between the City and East Coastline, West Side, and other related parties, with respect to the above-noted litigation, pursuant to Resolution No.2004-25509, adopted on February 25, 2004; and

WHEREAS, the Mayor and City Commission approved a formal Settlement Agreement to like effect, pursuant to Resolution No. _____, adopted on _____, 2004; and

WHEREAS, Section _____ of the Settlement Agreement provides, among other things, for consideration of a Concept Plan (the "Concept Plan") for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), by the Mayor and City Commission, and other City boards; and

WHEREAS, the Concept Plan has undergone citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the City staff, the Planning Board, and the Design Review Board, all of whom have recommended approval thereof; and

WHEREAS, the Concept Plan has been approved by the City Commission through the adoption of Resolution No. _____, passed and adopted on the ____ day of ____, 2004; and

WHEREAS, the developments contemplated by the Settlement Agreement and Concept Plan require certain changes to the City's Land Development Regulations; and

WHEREAS, this Ordinance is being adopted to allow implementation of that Settlement Agreement and Concept Plan through the adoption of certain changes to the Land Development Regulations to permit the developments contemplated in such Agreement and Plan to proceed; and

WHEREAS, these amendments to the Land Development Regulations were not required by the Settlement Agreement but were independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, full legal descriptions of the Affected Properties are contained in Exhibits attached to this Ordinance, and shortened descriptions of such properties will be codified in the amendments below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreational Use", Section 142-511, "Purpose," and Section 142-512, "Main permitted uses," of the Land Development Regulations, are hereby amended to read as follows¹:

Sec. 142-511. Purpose.

The MR marine recreation district is a waterfront district designed to accommodate recreational boating activities, recreational facilities, accessory uses and service facilities.

Sec. 142-512. Main permitted uses.

The main permitted uses in the MR marine recreation district are marinas; boat docks; piers; etc. for noncommercial or commercial vessels and related upland structures; aquarium; restaurants; and commercial uses; parks; baywalks; public facilities; and required parking for adjacent properties not separated by road or alley. ~~Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.~~

¹ Underlining indicates insertions and strike-through indicates deletions.

SECTION 2. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 12, “MR- Marine Recreation Use”, Section 142-515, “Development Regulations,” of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-515. Development regulations.

There are no lot area, lot width or unit area or unit size requirements in the MR marine recreation district. The maximum floor area ratio, building height and story requirements are as follows:

- (1) Maximum floor area ratio is 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.
- (2) Maximum building height is 40 feet.
- (3) Maximum number of stories is four.

SECTION 3. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 18, “PS Performance Standard District”, Section 142-698, of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-698. Commercial performance standard area requirements.

- (a) Definitions. For purposes of this district, the following parcels are defined as set forth below:
 - (1) The “Block 51 Properties” shall mean Lots 5-9, 11, 12, 18-30 (and adjacent 10 ft. strip of land), Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (2) The “Block 51 Swap Property” shall mean Lot 4, Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (3) The “Block 52 Properties” shall mean Lots 4-11, Block 52, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (4) The “Block 1 Properties” shall mean Lots 1-3, 5-13 (and alley adjacent thereto), 17, Block 1, Ocean Beach Florida, PB2, Pg38, Public Records of Miami-Dade County.
 - (5) The “Goodman Terrace and Hinson Parcels” shall mean those properties commonly known as the Goodman Terrace and Hinson Parcels, located south of South Pointe Drive and West of Washington Avenue, whose legal description is on file in the City Clerk’s Office.
 - (6) The “Retail Parcel” shall mean the commercial building located south of South Pointe Drive, between Washington Avenue and the theoretical extension of Collins Avenue.

The commercial performance standard area requirements are as follows:

	Commercial Subdistricts			
Performance Standard	C-PS1	C-PS2	C-PS3	C-PS4
Minimum lot area	6,000 square feet	6,000 square feet	6,000 square feet	6,000 square feet
Minimum lot width	50 feet	50 feet	50 feet	50 feet
Maximum building height	40 feet; <u>75 feet for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties.</u>	50 feet--East of Lenox Avenue 75 feet--West of Lenox Avenue	Non-oceanfront--80; Oceanfront--100 feet	150
Maximum number of stories	4; <u>8 for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties</u>	5--East of Lenox Avenue 7--West of Lenox Avenue	Non-oceanfront--8; Oceanfront--11	16
Maximum floor area ratio	1.0; <u>1.5 for the Block 51 Properties and Block 52 Properties; 2.0 for the Block 1 Properties</u>	2.0	2.5	2.5
Residential and /or hotel development	Pursuant to all R-PS2 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet.	Pursuant to all R-PS3 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet.	Pursuant to all R-PS4 district regulations except maximum floor area ratio shall be 2.5; <u>on the Goodman Terrace and Hinson Parcels, the FAR shall be that necessary to achieve 305,500 sq. ft. (estimated at 3.2 FAR), no height restriction 30 stories and 300 ft. height maximum for the Goodman Terrace and Hinson Parcels, and open space ratio 0.60 measured at or above grade</u>	Pursuant to all R-PS4 district regulations, except maximum floor area ratio shall be 2.5, no height restriction and open space ratio 0.60 measured at or above grade
Minimum apartment unit size (square feet)	New construction--650 Rehabilitated buildings--400	New construction--600 Rehabilitated buildings--400	New construction--550 Rehabilitated buildings--400	New construction--550 Rehabilitated buildings--400
Minimum Average apartment unit size (square feet)	New construction--900 Rehabilitated buildings--550	New construction--850 Rehabilitated buildings--550	New construction--800 Rehabilitated buildings--550	New construction--800 Rehabilitated buildings--550
Minimum floor area per hotel unit (square feet)	15% = 300--335 square feet; 85% = 335 + square feet in all districts.			
Minimum parking requirements	Pursuant to chapter 130 and section 142-702 requirement.			
Minimum off-street loading	Pursuant to chapter 130.			
Signs	Pursuant to chapter 138.			

Notwithstanding the above height restrictions, existing structures within a local historic district are subject to section 142-1161.

Notwithstanding the above floor area ratio limits, ~~public parking provided by or to the City in excess of parking required for a specific use, and~~ 75 spaces of required parking located on Block 51 for the Retail Parcel pursuant to a covenant under section 130-36, shall not be counted as permitted floor area. Further, the floor area on the Block 51 Properties and the Block 51 Swap Property may be distributed among such properties by covenant in lieu of unity of title.

SECTION 4. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 18, “PS Performance Standard District”, Section 142-699, “Setback requirements in the C-PS1, 2, 3, 4 districts,” of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-699. Setback requirements in the C-PS1, 2, 3, 4 districts.

(a) The setback requirements in the C-PS1, 2, 3, 4 districts are as follows:

	Front	Side, Interior	Side, Facing a Street	Rear
Subterranean	0 feet	0 feet	0 feet	0 feet
Pedestal and tower (non-oceanfront)	0 feet; <u>for residential, 5 feet; 20 feet from adjacent streets above the first 40 feet in height for the Block 1 Properties, Block 51 Swap Property and Block 52 Properties.</u>	7.5 feet when abutting a residential district, otherwise none. Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	0 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	10 feet when abutting a residential district, otherwise--5 feet; 3.5 feet for the Block 1 Properties, Block 51 Swap Property and Block 52 Properties. Unless separated by a waterway--None
Pedestal and tower (oceanfront)	Pedestal--15 feet Tower--20 feet plus one foot for every one foot increase in height above 50 feet, to a maximum of 50 feet, then shall remain constant	Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	25% of lot depth, 75 feet minimum
Parking lots and garages	If located on the same lot as the main structure the above setbacks shall apply, if primary use the setbacks are listed in section 142-1132(n).			

(b) All required setbacks shall be considered as minimum requirements except for the pedestal front yard setback and the pedestal side yard facing a street setback, which shall be considered as both a minimum and maximum requirements, except for the Goodman Terrace and Hinson Parcels.

(c) For lots greater than 100 feet in width the front setback shall be extended to include at least one open court with a minimum area of three square feet for every linear foot of lot frontage, except for those properties located in the C-PS1 district described in Section 142-698 (a).

SECTION 5. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations,” Division 18, “PS Performance Standard District”, Section 142-700, “Mixed use buildings,” of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-700. Mixed use buildings.

The calculation of setbacks and floor area ratio for mixed use buildings shall be as follows:

(1) Setbacks. When more than 25 percent of the total area of a building in a C-PS district is used for residential or hotel units, any floor containing such units shall follow the R-PS1, 2, 3, 4 setback regulations.

(2) Floor area ratio. When at least 75 percent of the linear frontage of the building at the ground floor level is used for commercial uses, the floor area ratio shall follow the range of the commercial district in which the building is located. In all other instances the floor area ratio range shall follow the floor area ratios as follows: In the C-PS1 district, the floor area ratio as set forth in the R-PS1 district; in the C-PS2 district, the floor area ratio as set forth in the R-PS2 district; in the C-PS3 district, the floor area ratio as set forth in the R-PS3 district; in the C-PS4 district, the floor area ratio as set forth in the R-PS4 district.

(3) Notwithstanding the above, the properties defined in section 142-698(a), except the Retail Parcel, shall be governed by the development regulations in sections 142-698 and 142-699.

SECTION 6. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 8. CODIFICATION. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk’s Office.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

VERIFIED

PLANNING DIRECTOR

DATE

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY

DATE

JH

T:\AGENDA\2004\Jul2804\Regular\1670 - Main LDR ord.7-14-04.DOC

Composite Exhibit "A"

Block 1 Properties

Lot 1, Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, at Page 38, of the Public Records of Miami-Dade County, Florida.

Lots 2 and 3, in Block 1 of OCEAN BEACH, FLORIDA, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 5 of Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 6, Block 1, of OCEAN BEACH, according to the plat thereof, as recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida.

Lots 7 and 8, Less the Easterly 15.00 feet for Street Widening purposes, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida. ALSO Less and Excepting from said Lots 7 and 8, that part described as follows:

A portion of Lots 7 and 8, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Lot 7 and run N. 79° 12' 25" W., a distance of 15.00 feet to the Point of Beginning (P.O.B.) said distance being measured along the Northerly line of Lot 7; Thence continue 79° 12' 25" W. along the Northerly line of Lot 7, a distance of 4.00 feet; Thence run S. 10° 47' 35" W. a distance of 84.56 feet to the Point of Curvature (P.C.) of a Circular Curve concave Northwesterly and having its elements, a Central Angle of 76° 51' 22" and a Radius of 25.90 feet; Thence run Southwesterly along the Arc of said Curve for a distance of 33.53 feet to a Point of Intersection (P.I.) with the Southerly line of Lot 8; Thence run N. 87° 38' 47" E. along the said Southerly line of Lot 8 for a distance of 23.94 feet to a point; Thence run N. 10° 47' 35" E. along a line 15.00 feet Westerly of and parallel with Easterly line of said Lots 7 and 8 for a distance of 103.46 feet to the Point of Beginning (P.O.B.).

Lot 9 and 10, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lots 11, 12 and 13, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lot 17, Block 1 of OCEAN BEACH, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County.

Block 1 Alley

A portion of the alley (a/k/a Ocean Court) bounded on the south by the north right-of-way line of South Pointe Drive (f/k/a Biscayne Street), bounded on the north by the north property line of Lot 5 extended westerly to the west line of the said alley, bounded in the east by the east line of said alley, bounded on the west by the west line of said alley, all aforementioned lands lying within Block 1 of "Ocean Beach Subdivision", a subdivision recorded in Plat Book 2, at Page 38, of the Public Records of Miami-Dade County, Florida.

Blocks 51 Properties and Block 52 Properties

Lots 4, 5, 6, 7, 8, 9, 10 and 11, Block 52, and Lots 5, 6, 7, 8, 9, 11, 12, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, of OCEAN BEACH, FLA. ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; together with a 10.00 foot strip of land shown on the referenced Plat as a 10.00 foot walk; adjacent to Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, and bounded on the North by the Southerly line of the referenced lots; bounded on the West by the Westerly line of Lot 19, extended Southerly; bounded on the East by the Easterly line of Lot 28 extended Southerly; said

walk being vacated pursuant to Official Records Book 13887, Page 1812, of the Public Records of Miami-Dade County, Florida.

Block 51 Swap Property

Lot 4 of Block 51, OCEAN BEACH, FLA. ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Block 51 End Parcels

A portion of Lots 29 and 30 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Begin at the Northwestern corner of said Lot 29; thence N 77°13'28" E along the Northerly line of said Lots 29 and 30 a distance of 55.15 feet to a point; thence S 00° 37'13" W for a distance of 112.35 feet to a point on the Southerly line of a 10 foot walk shown on said plat of OCEAN BEACH ADDITION NO. 3; thence S 76°52'58" W along the Southerly line of said 10 foot walk a distance of 31.51 feet to its intersection with the Southerly extension of the Westerly line of said Lot 29; thence N 12°46'09" W along the said Southerly extension and along the Westerly line of said Lot 29 a distance of 110.02 feet to the POINT OF BEGINNING.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.

A portion of Lot 18 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH FLA. ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

That portion of said Lot 18 and the 10 foot walk adjacent thereto lying Easterly and Northerly of the following described line; begin at a point on the Northerly line of said Lot 18, said point being 0.39 feet Easterly of the Northwestern corner of said Lot 18; thence S 12°46'09" E, parallel with and 0.39 feet Easterly of the Westerly line at said Lot 18 for 74.85 feet to a point of nontangential curve leading to the left and concave to the Northeast, having a radius of 47.50 feet and whose radius point bears N 68°24'46" E; thence Southerly and Easterly through a central angle of 37°27'59" for an arc distance of 31.06 feet to a point on the Southerly line of said Lot 18 and on the Northerly line of a 10 foot walkway as shown on said plat of OCEAN BEACH FLA. ADDITION NO. 3, said point being also a point of compound curve having a radius of 45.00 feet; thence Southerly and Easterly through a central angle of 23°25'51" for an arc distance of 18.40 feet to a point on the Southerly extension of the Easterly line of said Lot 18, said point being 9.78 feet Southerly of the Southeast corner of said Lot 18 and the TERMINAL POINT of the herein described line.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.

Hinson Parcel

Block 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following two dedications:

A 50.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 50.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of said Block 8, bounded on the South by the Southerly line of said Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by a line parallel to and 50.00 feet distant

Easterly of, as measured at 90 degrees to the Westerly line, of said Block 8; bounded on the West by the Westerly line of the above-referenced Block 8, said Westerly line also being the Easterly line of Biscayne Bay.

A 40.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 40.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of the above-referenced Block 8; bounded on the South by the Southerly line of the above-referenced Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by the Westerly line of Washington Avenue, said Westerly line also being the Easterly line of Block 8; bounded on the West by a parallel to and 40.00 feet; distant Westerly of as measured at 90 degrees to the Westerly line, of the above-referenced Washington Avenue.

Alaska Parcel

A Parcel of land and accreted land located in Section 10, Township 54 South, Range 42 East, Miami-Dade County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at a 10-inch-square concrete monument located on the Northerly boundary of the U.S. Army Corps of Engineers Reservation, being the Westernmost corner of Lot 6, Block 4, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, Page 77, of the Public Records of Miami-Dade County, said monument designated "C" having a grid coordinate of X-784,440.39 and Y-521,912.47. Said monument also lies approximately South 24°27'26" West a distance of 592.30 feet South of and North 65°36'16" East a distance of 554.97 feet West of the Northeast corner of the Northwest ¼ of Section 10, Township 54 South, Range 42 East. From said POINT OF BEGINNING run thence South 24°25'50" West a distance of 420.43 feet, more or less, to the Mean High Water (M.H.W.) line of the Northerly shoreline of the "Government Cut" for the entrance channel of the Miami Harbor; thence North 65°35'19" West along said M.H.W. line a distance of 261.59 feet to a point on a bulkhead; thence North 31°08'28" West along said bulkhead a distance of 242.83 feet to U.S. Army Corps of Engineers Monument "Virgil" having a grid coordinate of X-783,902.72 and Y-521,845.63; thence North 57°41'41" East a distance of 226.20 feet to Monument "West" having a grid coordinate of X-784,093.91 and Y-521,966.52; thence North 87°38'37" East a distance of 208.58 feet to Monument "G" having a grid coordinate of X-784,302.32 and Y-521,975.14; thence South 65°35'12" East a distance of 151.63 feet to Monument "C" and the POINT OF BEGINNING.

Goodman Terrace Parcel

Part of the Northwest quarter of Section 10, Township 54 South, Range 42 East, described as follows:

Begin in the North line of Section 10, which is also South line of Biscayne Street at its intersection with East line of Jefferson Avenue extended; then South in line drawn at right angles to South line of Biscayne Street 132 feet; thence East in line drawn parallel with South line of Biscayne Street to West line of Washington Avenue; thence North along West line of Washington Avenue to its intersection with South line of Biscayne Street; thence West along South line of Biscayne Street to POINT OF BEGINNING. Also described as: All that part of North 132.00 feet of Section 10, Township 54 South, Range 42 East, known as Smith Cottages Tract and also as Tract B and bounded on North by North line of Section 10; on West by East line of Jefferson Avenue extended; on South by line parallel to and 132' South of North line of Section 10; on East by West line of Washington Avenue extended.

Federal Triangle Parcel (Entire Parcel)

For a Point of Reference commence at monument "C" as described in Parcel One above, run thence along the northeasterly line of the U. S. Corps of Engineers Reservation, North 65°35'12" West, a distance of 151.63 feet, more or less, to a steel pin set in concrete, designated

monument "G"; thence run South 87°38'37" West a distance of 208.58 feet along the northwesterly boundary of the U. S. Corps of Engineers Reservation to monument "West", having coordinates of X-784,093.91 and Y-521,966.52, said point being the Point of Beginning of the tract being described herein.

From said Point of Beginning, run thence South 57°41'41" West, a distance of 226.20 feet to U. S. Corps of Engineers monument "Virgil", having coordinates of X-783,902.72 and Y-521,845.63; thence continue South 57°41'41" West a distance of 4.0 feet, more or less, to the face of an existing steel bulkhead and the approximate north shore of the Entrance Channel of Miami Harbor; thence run Northwesterly along the north shore of Miami Harbor on an approximate bearing of North 32°05'08" West, a distance 132.34' more or less, to a point which lies South 87°38'37" West, a distance of 265.09 feet from monument "West"; thence run North 87°38'37" East along the northwesterly boundary of the U. S. Corps of Engineers Reservation passing thru a concrete monument designated "F" at a distance of 121 feet, more or less, for a total distance of 265.09 feet to monument "West", and the Point of Beginning.

The above-described tract or parcel of land contains 0.35 acre, more or less. The bearings and distances stated herein are based on the Mercator Grid Systems of the East Zone of Florida.

Portofino Retail Property Legal Description

Commence (P.O.C.) at the Southeasterly corner of South Pointe Drive (Formerly: Biscayne Street; formerly: Biscayne Avenue) and Washington Avenue, as said Street and Avenue are shown on South Beach Park Subdivision, recorded in Plat Book 6, at Page 77 of the Public Records of Miami-Dade County, Florida, and run $S10^{\circ}47'35''W$ along the Easterly line of Washington Avenue, a distance of 6.16 feet to a point on the Southerly line of existing South Pointe Drive, as said line was created by a 6.00 foot roadway dedication, said dedication recorded in Official Record Book 12566, at Page 2914 of the Public Records of Miami-Dade County, Florida said point being the Point of Beginning (P.O.B.); thence run $N87^{\circ}38'57''E$ along the Southerly line of said dedication, along the existing Southerly line of South Pointe Drive, a distance of 291.66 feet; thence run $S10^{\circ}47'35''W$ a distance of 63.14 feet; thence run $N79^{\circ}12'25''W$, a distance of 6.40 feet; thence run $S87^{\circ}38'57''W$ a distance of 283.58 feet; thence run $N10^{\circ}47'35''E$ a distance of 1.75 feet; thence run $S87^{\circ}38'57''W$ a distance of 1.50 feet to a point on the Easterly line of aforesaid Washington Avenue; Thence run $N10^{\circ}47'35''E$ along the Easterly line of Washington Avenue, a distance of 59.90 feet to the POINT OF BEGINNING (P.O.B.).

Less and except the following described parcel of land, at elevation +25.85 and above relative to the National Geodetic Vertical Datum of 1929, being more particularly described as follows:

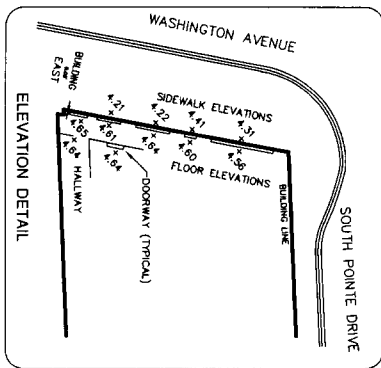
A portion of C.H. LUM PROPERTY, as shown in SOUTH BEACH PARK, according to the plat thereof as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence (P.O.C.) at the Southeasterly corner of South Pointe Drive (Formerly: Biscayne Street; formerly: Biscayne Avenue) and Washington Avenue (formerly: Miami Avenue), as said Street and Avenue are shown on South Beach Park Subdivision, recorded in Plat Book 6, at Page 77 of the Public Records of Miami-Dade County, Florida, and run $S10^{\circ}47'35''W$ along the Easterly line of Washington Avenue, a distance of 6.16 feet to a point on the Southerly line of existing South Pointe Drive, as said line was created by a 6.00 foot roadway dedication, said dedication recorded in Official Record Book 12566, at Page 2914 of the Public Records of Miami-Dade County, Florida; thence run $N87^{\circ}38'57''E$ along the Southerly line of said dedication, along the existing Southerly line of South Pointe Drive, a distance of 291.66 feet; thence run $S10^{\circ}47'35''W$ a distance of 63.14 feet; thence run $N79^{\circ}12'25''W$, a distance of 6.40 feet; thence run $S87^{\circ}38'57''W$ a distance of 82.60 feet to the Point of Beginning (P.O.B.); thence run $N63^{\circ}03'45''W$ a distance of 4.17 feet; thence run $S73^{\circ}42'02''W$ a distance of 8.46 feet; thence run $N87^{\circ}38'57''E$ a distance of 11.85 feet to the POINT OF BEGINNING (P.O.B.).

Also less and except the following described parcel of land, at elevation +35.80 and above relative to the National Geodetic Vertical Datum of 1929, being more particularly described as follows:

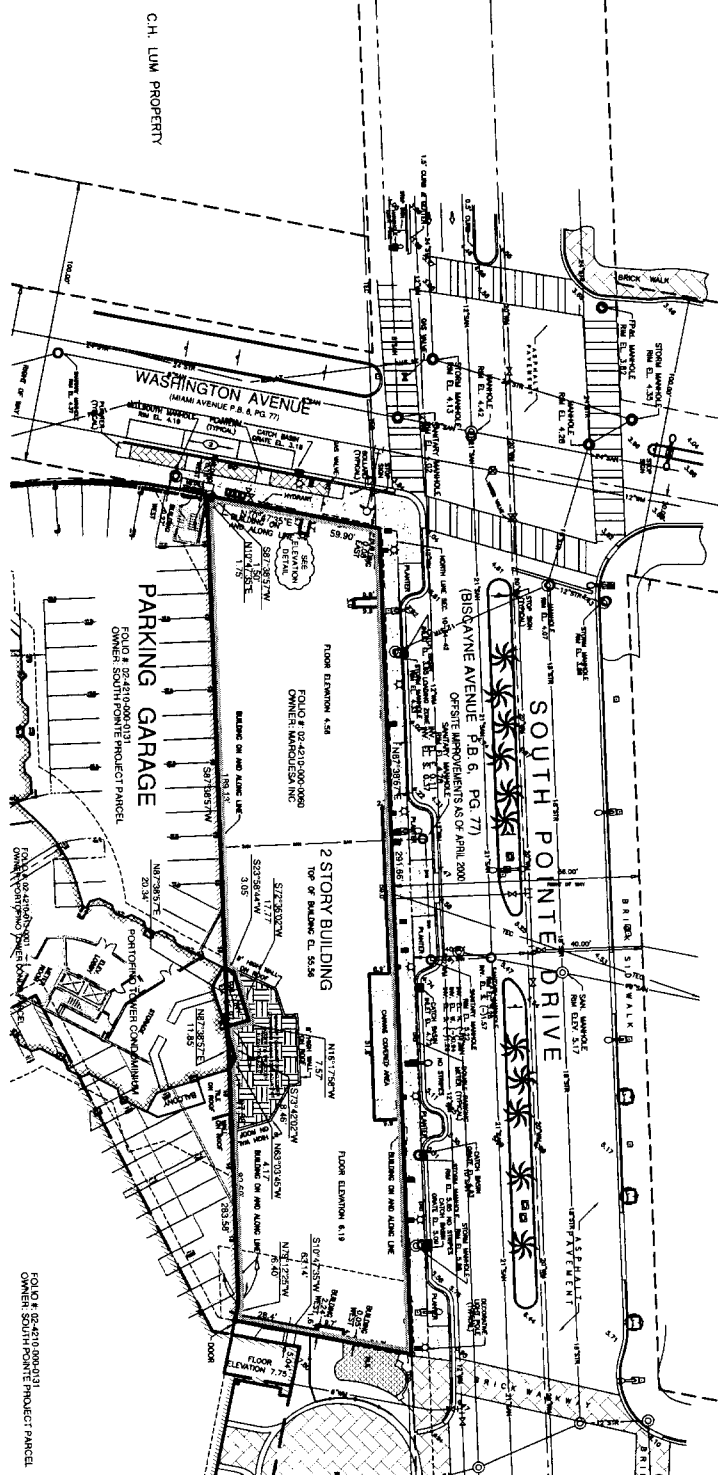
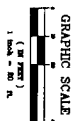
A portion of C.H. LUM PROPERTY, as shown on SOUTH BEACH PARK, according to the plat thereof as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence (P.O.C.) at the Southeasterly corner of South Pointe Drive (Formerly: Biscayne Street; formerly: Biscayne Avenue) and Washington Avenue (formerly: Miami Avenue), as said Street and Avenue are shown on South Beach Park Subdivision, recorded in Plat Book 6, at Page 77 of the Public Records of Miami-Dade County, Florida, and run $S10^{\circ}47'35''W$ along the Easterly line of Washington Avenue, a distance of 6.16 feet to a point on the Southerly line of existing South Pointe Drive, as said line was created by a 6.00 foot roadway dedication, said dedication recorded in Official Record Book 12566, at Page 2914 of the Public Records of Miami-Dade County, Florida; thence run $N87^{\circ}38'57''E$ along the Southerly line of said dedication, along the existing Southerly line of South Pointe Drive, a distance of 291.66 feet; thence run $S10^{\circ}47'35''W$ a distance of 63.14 feet; thence run $N79^{\circ}12'25''W$, a distance of 6.40 feet; thence run $S87^{\circ}38'57''W$ a distance of 97.58 feet to the Point of Beginning (P.O.B.); thence run $N16^{\circ}17'58''W$ a distance of 7.57 feet; thence run $S72^{\circ}36'02''W$ a distance of 17.77 feet; thence run $S23^{\circ}58'44''W$ a distance of 3.05 feet; thence run $N87^{\circ}38'57''E$ a distance of 20.34 feet to the POINT OF BEGINNING (P.O.B.).



LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

ALTA/ACSM LAND TITLE SURVEY
 PORTOFINO/ COMMERCIAL CENTER
 CITY OF MIAMI BEACH MIAMI-DADE COUNTY FLORIDA

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 000043-3
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax: 305-651-7152 / Email: info@fortinleavy.com

13	040347	UPDATE SURVEY - S.R., R.L.	DWF
12	010605	SHOW BUILDING ELEVATION DETAIL	J.B.
11	010240	SHOW BUILDING UNDER CONSTRUCTION	J.B.
10	000670	CERTIFICATION TO	DCF
9	000731	SHOW ADDITIONAL TOPOGRAPHY	J.B.
8	D.M.	Surveys, Drawings	

24 24

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CITY OF MIAMI BEACH
NOTICE OF AMENDMENTS TO THE FUTURE LAND USE MAP
OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN,
ZONING MAP AND LAND DEVELOPMENT REGULATIONS
NOTICE TO THE PUBLIC



THE CITY OF MIAMI BEACH CITY COMMISSION will hold public hearings on the following ordinances on **WEDNESDAY, July 28, 2004 at 5:15 P.M.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, or as soon thereafter as these matters can be heard:

FLUM Amendment

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORY OF MR, "MARINE RECREATION;" AND 2) A CITY-OWNED PARCEL 50-FEET WIDE FRONTING ON BISCAYNE BAY, OF APPROXIMATELY 4,600 SQUARE FEET, ON BLOCK 8, SOUTH BEACH PARK SUBDIVISION (A/K/A HINSON PARCEL) FROM THE CURRENT CPS-3, "COMMERCIAL INTENSIVE MIXED-USE," TO THE FUTURE LAND USE CATEGORY ROS, "RECREATION AND OPEN SPACE;" PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Zoning Map Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION MR, "MARINE RECREATION;" AND 2) A PORTION OF LOT 18 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, AND A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, FROM GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION CPS-1, "COMMERCIAL LIMITED MIXED-USE;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Amendments to Land Development Regulations

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. Inquiries may be directed to the Planning Department at (305) 673-7550. Copies of these ordinances are available for public inspection during normal business hours in the planning Department offices 1700 Convention Center Drive, 2nd floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice will not be provided.

To request this material in accessible format, sign language interpreters, information on access persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). (Ad #0274)

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending the Future Land Use Map of the Comprehensive Plan by changing the Future Land Use Category for the following parcels, more particularly described in the legal descriptions attached as exhibits hereto: 1) A Portion of a parcel of land commonly known as the "Federal Triangle," approximately 450 square feet, from the current ROS, "Recreation and Open Space," to the Future Land Use Category of MR, "Marine Recreation;" and 2) a city-owned parcel 50-feet wide fronting on Biscayne Bay, of approximately 4,600 square feet, on Block 8, South Beach Park Subdivision (A/K/A Hinson Parcel) from the current CPS-3, "Commercial Intensive Mixed-Use," to the Future Land Use Category ROS, "Recreation and Open Space;"

Issue:

Should the City Commission amend the Future Land Use Map of the City's Comprehensive Plan for these two parcels of land in order to effectuate a settlement agreement for certain pending litigations with the Portofino entities?

Item Summary/Recommendation:

As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require certain modifications to the Future Land Use Map categories for a portion of a parcel of land commonly known as the "Federal Triangle," from the current ROS, "Recreation and Open Space," to the Future Land Use category of MR, "Marine Recreation;" and a City-owned parcel 50-feet wide fronting on Biscayne Bay, on the Hinson parcel from the current CPS-3, "Commercial Intensive Mixed-use," to the Future Land Use category ROS, "Recreation and Open Space.

The Administration recommends that the City Commission adopt the proposed ordinance.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

RSC

DATE

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Public Hearing

Subject: Future Land Use Map (FLUM) Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 450 SQUARE FEET, FROM THE CURRENT ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORY OF MR, "MARINE RECREATION;" AND 2) A CITY-OWNED PARCEL 50-FEET WIDE FRONTING ON BISCAYNE BAY, OF APPROXIMATELY 4,600 SQUARE FEET, ON BLOCK 8, SOUTH BEACH PARK SUBDIVISION (A/K/A HINSON PARCEL) FROM THE CURRENT C-PS3, "COMMERCIAL INTENSIVE MIXED-USE," TO THE FUTURE LAND USE CATEGORY ROS, "RECREATION AND OPEN SPACE;" PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

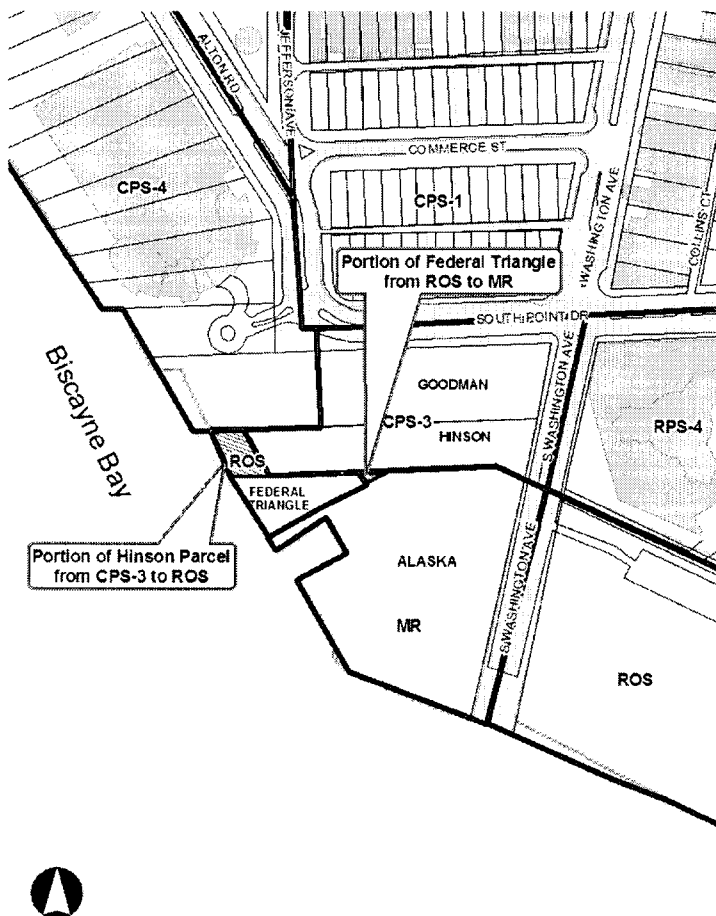
ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance which reflects the reduced Federal Triangle area as accepted by the Commission on July 7, 2004.

BACKGROUND

After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings.

As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require certain modifications to the Future Land Use Map (FLUM) categories for the following properties: 1) a portion of a parcel of land commonly known as the "Federal Triangle," approximately 4,178 square feet, from the current ROS, "Recreation and Open Space," to the Future Land Use category of MR, "Marine Recreation;" and 2) a City-owned parcel 50-feet wide fronting on Biscayne Bay, of approximately 4,600 square feet, on Block 8, South Beach Park subdivision (a/k/a Hinson parcel) from the current C-PS3, "Commercial Intensive Mixed-use," to the Future Land Use category ROS, "Recreation and Open Space, and as indicated on the attached graphic.



As part of the history of the City of Miami Beach, it is interesting to note that the southern portion of Miami Beach extended south to what is today Fisher Island. In the early 1900s, when the federal government dredged a cut through the narrow isthmus in order to create an access from the Atlantic Ocean to the mainland of Miami-Dade County, (hence "Government Cut,") it retained control of the land on the north and south of the Cut for maintenance purposes. In 1979 that land was declared surplus and the parcels today known as South Pointe Park and "federal triangle" were deeded to the City, with a restriction that they be used for park or public recreational purposes only and subject to a 50-foot easement in perpetuity for channel maintenance. Any changes to the stipulations of the deed have to be by mutual consent between the U.S. Department of Interior and the

City. The land known as the "Alaska" parcel was part of the federal government land reservation and was deeded to the Cook Inlet Region, Inc. of Alaska at the time the Alaskan oil pipeline was being constructed. The applicant is currently seeking approval from the federal government to convert a portion of the "federal triangle" from public to private use.

ANALYSIS

The purpose of the proposed ordinance is to change the FLUM for the portion of the City-owned 50-foot wide parcel of the Hinson Parcel fronting on Biscayne Bay that had not been changed from C-PS3 to ROS. The Federal Triangle is currently ROS; a portion approximately +/- 4,178 square feet is proposed to be changed to MR, Marine Recreation category. This change is necessary to accommodate the "concept plan" developed as part of the settlement agreement and is an exchange of land for what the City is receiving from the Alaska parcel.

It should be noted that at the July 7, 2004 meeting, the City Commission set the public hearing for the proposed ordinance, and in reviewing the Settlement Agreement and Concept Plan approved the following:

Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

Based on this option, the Developer would require only an area of +/- 450 square feet of the Federal Triangle

FISCAL IMPACT ANALYSIS

The proposed ordinance will change the future land use category of approximately 450 square feet of the Federal Triangle from the current ROS, "Recreational Open Space," to MR, "Marine Recreational." There should be minimal, if any, adverse fiscal impact to the current condition as MR has a maximum FAR of 0.25 as opposed to ROS, which has a maximum FAR of 0.50. The proposed change to the portion of the Hinson Parcel will codify in a future land use category this city-owned property. Furthermore, pursuant to a Settlement Agreement, the City will also receive a large portion of the Alaska Parcel, which will then become public property for the enjoyment and general welfare of the residents of the City.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan on June 15, 2004; their comments are included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, and June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004. An additional meeting was held by the Neighborhood Representatives and the Developer on July 12, 2004.

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and

retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 4 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

At the July 12, 2004 meeting of the Neighborhood Representatives participating in the Collaborative process, provided the following comments:

- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the Collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance (approximately half-way to Alton Road).
- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before 2nd reading.

CITY COMMISSION ACTION

At the July 7, 2004 meeting, the City Commission set the public hearing for the proposed ordinance, and in reviewing the Settlement Agreement and Concept Plan approved the following:

Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

Based on this option, the Developer would require only +/- 450 square feet of the Federal Triangle.

The ordinance attached reflects the changes made by the Commission.

CONCLUSION

Pursuant to Section 163.3187(1)(c)3. F.S., small scale development amendments to the Comprehensive Plan of less than ten acres require only one public hearing before the City Commission.

Notice requirements are as stipulated in Section 166.041(3)(a) F.S., and City Code Section 118-164(1). When the proposed amendment involves less than ten contiguous acres notice shall be given by mail to the owners of record of land lying within 375 feet of the land stating the substance of the proposed ordinance as it affects that property owner and shall set a time and place for the public hearing. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of such notice shall be kept available for public inspection during the regular business hours of the office of the City Clerk.

A notice for the public hearing on July 28, 2004 was mailed to the owners of record of land lying within 375 feet on June 25, 2004. Additional notice was given in the newspaper published on July 11, 2004. After the public hearing, the City Commission may adopt the ordinance by a 5/7ths vote.

JMG/CMC/JGG/ML

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 450 SQUARE FEET, FROM THE CURRENT ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORY OF MR, "MARINE RECREATION;" AND 2) A CITY-OWNED PARCEL 50-FEET WIDE FRONTING ON BISCAYNE BAY, OF APPROXIMATELY 4,600 SQUARE FEET, ON BLOCK 8, SOUTH BEACH PARK SUBDIVISION (A/K/A HINSON PARCEL) FROM THE CURRENT CPS-3, "COMMERCIAL INTENSIVE MIXED-USE," TO THE FUTURE LAND USE CATEGORY ROS, "RECREATION AND OPEN SPACE;" PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline") and West Side Partners, Ltd. ("West Side") among others which have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs claiming damages and rights under the Bert J. Harris, Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Divisions of Administrative Hearing Case No. 02-3283GM West Side Partners, Ltd., and

WHEREAS, the Mayor and City Commission have approved a Settlement Agreement, in concept, between the City and East Coastline, West Side and others with respect to the above-noted litigations, pursuant to Resolution No. 2004-25509, adopted on February 25, 2004; and

WHEREAS, that Settlement Agreement provides, among other things, for a Concept Plan for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), to be considered by the Mayor and City Commission; and

WHEREAS, the Concept Plan has undergone citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and

has also been reviewed by the staff and has been considered and approved by the City Commission through the adoption of Resolution No. _____; and

WHEREAS, a review of the Concept Plan and the Settlement Agreement indicates the necessity for modifications of the City Future Land Use Map designations for the following properties: 1) a portion of a parcel of land commonly known as the “Federal Triangle,” approximately 450 square feet, from the current ROS, “Recreation and Open Space,” to the Future Land Use category of MR, “Marine Recreation;” and 2) a City-owned parcel 50-feet wide fronting on Biscayne Bay, of approximately 4,600 square feet, on Block 8, South Beach Park subdivision (a/k/a Hinson parcel) from the current CPS-3, “Commercial Intensive Mixed-use,” to the Future Land Use category ROS, “Recreation and Open Space;” in order to effectuate the Concept Plan and the Settlement; and

WHEREAS, this Ordinance is being adopted to allow implementation of that Settlement Agreement and Concept Plan through the adoption of certain changes to the Future Land Use Map designations of the above-noted parcels to permit the developments contemplated in such Agreement and Plan to proceed; and

WHEREAS, these amendments to the Future Land Use Map designations were not required by the Settlement Agreement but were independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, full legal descriptions of the Affected Properties are contained in Exhibits attached to this Ordinance, and shortened descriptions of such properties will be codified in the amendments below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. The following amendments to the City’s Future Land Use Map designations for the properties described herein are hereby approved and adopted and the Planning Director is hereby directed to make the appropriate changes to the Future Land Use Map of the City:

a) A portion of a parcel of land commonly known as the “Federal Triangle,” approximately 450 square feet, from the current ROS, “Recreation and Open Space,” to the Future Land Use category of MR, “Marine Recreation;” and b) A City-owned parcel 50-feet wide fronting on Biscayne Bay, of approximately 4,600 square feet, on Block 8, South Beach Park subdivision (a/k/a Hinson parcel) from the current CPS-3, “Commercial Intensive Mixed-use,” to the Future Land Use category ROS, “Recreation and Open Space.” See legal descriptions attached as Composite Exhibit “A.”

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 5. TRANSMITTAL. The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies as required by applicable law.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this _____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

VERIFIED

PLANNING DIRECTOR

DATE

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


CITY ATTORNEY


DATE

T:\AGENDA\2004\Jul2804\Regular\1667 - FLUM ord 7-14-04.alternate.DOC

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION:

A Parcel of land located in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 8, South Beach Subdivision as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida; Thence S10°47'31" W along the Easterly line of said Block 8 for 111.76 feet to the southeast corner of Lot 1 of said Block 8; Thence N 65°35'12" W along the Southwesterly line of said Lot 1 for 64.44 feet; Thence S 87°37'54" W along the southerly line of lots 1 and 3 of said Block 8 for 208.59 feet to the Point of Beginning of the hereinafter described parcel of land; Thence S 57°41'41" W along the Northwesterly line of Parcel II as shown on Fortin, Leavy, Skiles, Inc. survey drawing number 2001D-061-1 for 41.05 feet to a non-tangent point on a circular curve concave to the northeast and whose radius point bears N62°37'08"E; Thence northwesterly along a 104.49 foot radius curve leading to the right through a central angle of 11°54'26" for an arc distance of 21.72 feet to a point on the South line of said lot 3, Block 8; Thence N 87°37'54" E along said South line for 42.66 feet to the Point of Beginning.

Containing 445 square feet, more or less.

SURVEYOR'S NOTES:

- This site lies in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 87°38'57" W for the south right-of-way line of South Pointe Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-061-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 21, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

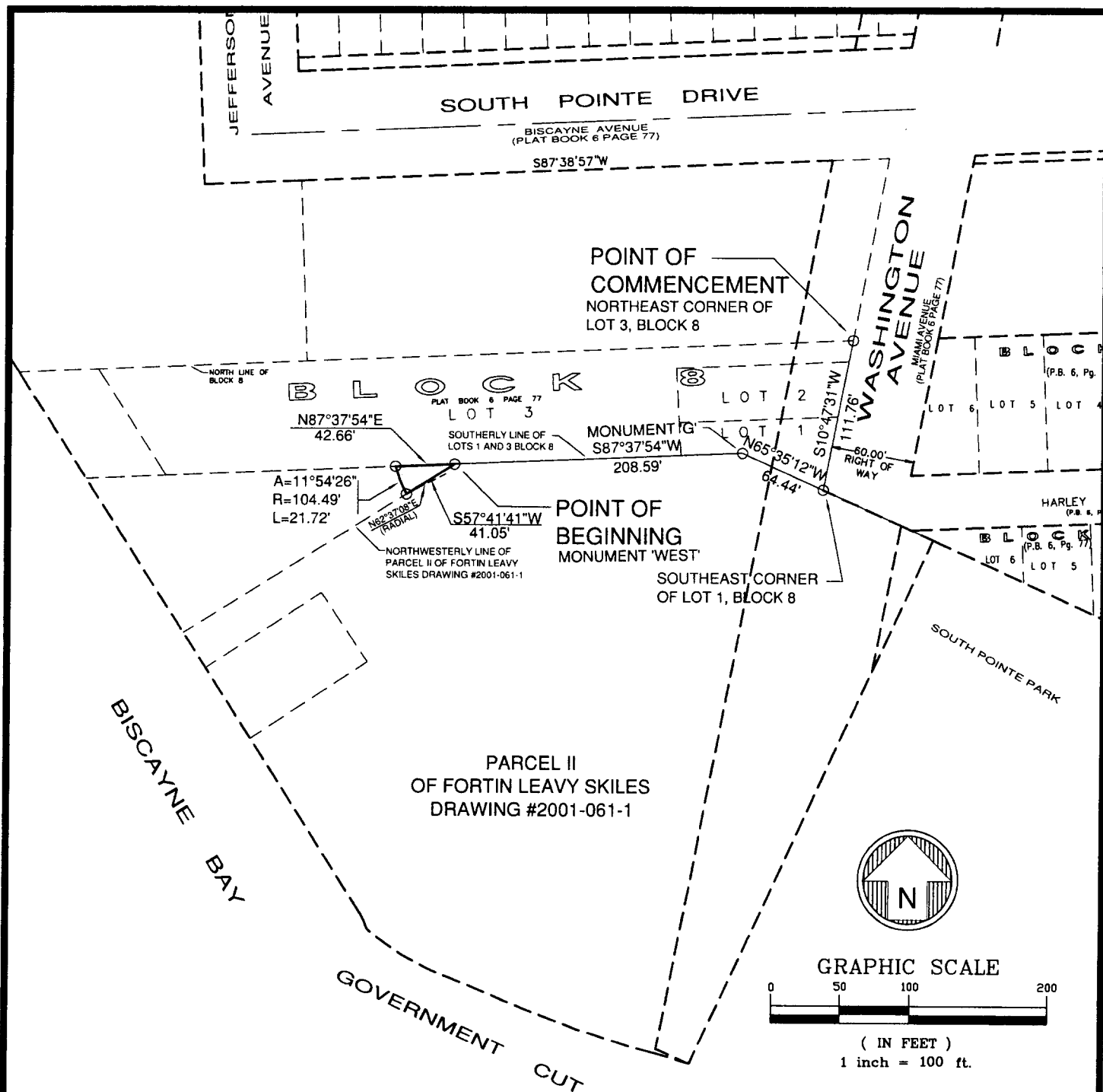
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION
FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/21/04
Scale	as shown
Job. No.	041300
Dwg. No.	1004-091
Sheet	1 of 2



Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
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Date	7/21/04
Scale	1"=100'
Job. No.	041300
Dwg. No.	1004-091
Sheet	2 of 2

EXHIBIT "A"
(Legal Description)

Hinson (portion)
*

PARCEL I:

Block 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following two dedications:

A 50.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 50.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of said Block 8, bounded on the South by the Southerly line of said Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by a line parallel to and 50.00 feet distant Easterly of, as measured at 90 degrees to the Westerly line, of said Block 8; bounded on the West by the Westerly line of the above-referenced Block 8, said Westerly line also being the Easterly line of Biscayne Bay.

A 40.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 40.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of the above-referenced Block 8; bounded on the South by the Southerly line of the above-referenced Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by the Westerly line of Washington Avenue, said Westerly line also being the Easterly line of Block 8; bounded on the West by a line parallel to and 40.00 feet distant Westerly of as measured at 90 degrees to the Westerly line, of the above-referenced Washington Avenue.

CITY OF MIAMI BEACH
NOTICE OF AMENDMENTS TO THE FUTURE LAND USE MAP
OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN,
ZONING MAP AND LAND DEVELOPMENT REGULATIONS
NOTICE TO THE PUBLIC



THE CITY OF MIAMI BEACH CITY COMMISSION will hold public hearings on the following ordinances on **WEDNESDAY, July 28, 2004 at 5:15 P.M.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, or as soon thereafter as these matters can be heard:

FLUM Amendment

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORY OF MR, "MARINE RECREATION;" AND 2) A CITY-OWNED PARCEL 50-FEET WIDE FRONTING ON BISCAYNE BAY, OF APPROXIMATELY 4,600 SQUARE FEET, ON BLOCK 8, SOUTH BEACH PARK SUBDIVISION (A/K/A HINSON PARCEL) FROM THE CURRENT CPS-3, "COMMERCIAL INTENSIVE MIXED-USE," TO THE FUTURE LAND USE CATEGORY ROS, "RECREATION AND OPEN SPACE;" PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Zoning Map Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION MR, "MARINE RECREATION;" AND 2) A PORTION OF LOT 18 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, AND A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, FROM GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION CPS-1, "COMMERCIAL LIMITED MIXED-USE;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Amendments to Land Development Regulations

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. Inquiries may be directed to the Planning Department at (305) 673-7550. Copies of these ordinances are available for public inspection during normal business hours in the planning Department offices 1700 Convention Center Drive, 2nd floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice will not be provided.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). (Ad #0274)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending the Official Zoning District Map, by changing the zoning district classification for a portion of a parcel of land commonly known as the "Federal Triangle," from the current GU, "Government Use," to the proposed zoning classification MR, "Marine Recreation;" and a portion of Lot 18 and the 10 foot strip of land adjacent thereto, and a portion of Lots 29 and 30 and the 10 foot strip of land adjacent thereto, Block 51 from GU, "Government Use," to the proposed zoning classification C-PS1, "Commercial Limited Mixed-Use."

Issue:

Should the City Commission amend the Official Zoning Map for these parcels of land in order to effectuate a settlement agreement for certain pending litigations with the Portofino entities?

Item Summary/Recommendation:


As part of a settlement agreement, accepted in concept by the City Commission on February 25, 2004, a "concept plan" has been developed. The plan would require certain modifications to the Official Zoning Map for a portion of a parcel of land commonly known as the "Federal Triangle," from the current GU, "Government Use," to MR, "Marine Recreation;" and a portion of Lot 18 and the 10 foot strip of land adjacent thereto, and a portion of Lots 29 and 30 and the 10 foot strip of land adjacent thereto, Block 51 from GU, "Government Use," To The Proposed Zoning Classification CPS-1, "Commercial Limited Mixed-Use."

The Administration recommends that the City Commission adopt the ordinance.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

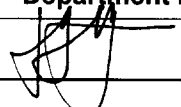
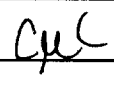
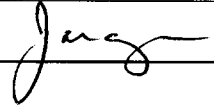
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2004\Jul2804\Regular\1668 - zoning map pblic hrg 7-28 sum.doc

AGENDA ITEM R5D
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Public Hearing

Subject: Zoning Map Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 450 SQUARE FEET, FROM THE CURRENT GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION MR, "MARINE RECREATION;" AND 2) A PORTION OF LOT 18 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, AND A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, FROM GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION C-PS1, "COMMERCIAL LIMITED MIXED-USE;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

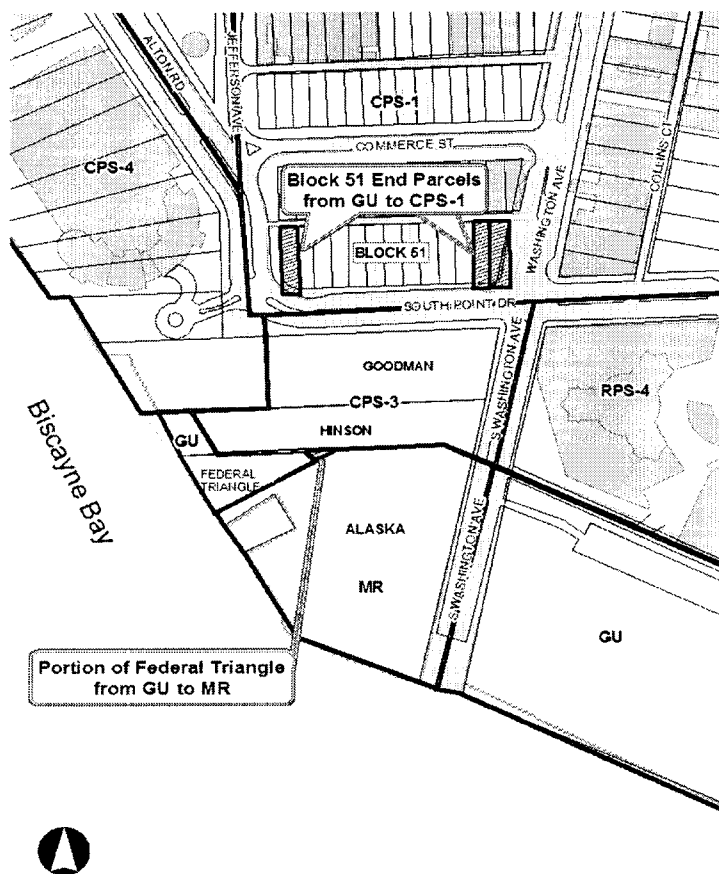
The Administration recommends that the City Commission adopt the ordinance which reflects the reduced Federal Triangle area as accepted by the Commission on July 7, 2004.

BACKGROUND

After a series of down-zonings citywide in 1998, and the denial of a request in 2001 for the re-zoning of the "Alaska" parcel, a number of the Portofino Entities initiated litigation against the City and the Florida Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court, U.S. District Court and the Florida Division of Administrative Hearings.

This zoning map change is necessary because of the transfer of government-owned land in compliance with a proposed "settlement agreement" with the various entities, collectively known as the Portofino entities. The "agreement" contemplates, among other things, resolution of pending litigations in Circuit Court, U.S. District Court and the Florida Division

of Administrative Hearings for consideration of a concept plan for the properties known as Alaska, Goodman Terrace, Hinson Parcel, Blocks 51 and 52, and Block 1.



ANALYSIS

The proposed amendments to the zoning map were as follows:

- 1) A portion of a parcel of land commonly known as the "Federal Triangle," approximately 4,178 square feet, from the current GU, "Government Use," to the proposed zoning classification MR, "Marine Recreation;" and
- 2) A portion of lot 18 and the 10 foot strip of land adjacent thereto, and a portion of lots 29 and 30 and the 10 foot strip of land adjacent thereto, Block 51 of the plat of Ocean Beach Florida addition No. 3, from GU "Government use," to the proposed zoning classification C-PS1, "Commercial limited mixed-use."

It should be noted that at the July 7, 2004 meeting, the City Commission set the public hearing for the proposed ordinance, and in reviewing the Settlement Agreement and Concept Plan approved the following:

- *Approved Option #2 of the Concept Plan as it refers to the Alaska Parcel. This option re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.*

Based on this option, the Developer would require only +/- 450 square feet of the Federal Triangle. The map above reflects this change.

The proposed change for a portion of the Federal Triangle from GU to MR would be required because of the proposed exchange for a portion of the Alaska parcel that the City will receive which will complement the balance of the Alaska parcel and the proposed residential use in the adjacent Hinson parcel. With regard to Block 51, it should be noted that City property automatically converts to GU zoning; however, the current zoning map

has reflected the parcels as C-PS1 and not GU. Therefore, the proposed changes are already reflected and the proposed ordinance will officially codify the change.

FISCAL IMPACT ANALYSIS

The proposed ordinance will change the zoning map of +/- 450 square feet of the Federal Triangle from the current ROS, "Recreation and Open Space," to MR, "Marine Recreation." There should be minimal, if any, adverse fiscal impact to the current condition as MR has a maximum FAR of 0.25 as opposed to ROS, which has a maximum FAR of 0.50. The proposed change to Block 51 should also have minimal fiscal impact as this change converts a small portion of public property to private use as part of the settlement agreement and should somewhat increase the future tax base. Furthermore, pursuant to a Settlement Agreement, the City will also receive a large portion of the Alaska Parcel, which will then become public property for the enjoyment and general welfare of the residents of the City.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan on June 15, 2004; their comments are included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, and June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004. An additional meeting was held by the Neighborhood Representatives and the Developer on July 12, 2004

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before final adoption at 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 3 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

At the July 12, 2004 meeting of the Neighborhood Representatives participating in the Collaborative process, provided the following comments:

- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the Collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance (approximately half-way to Alton Road).
- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before final adoption at 2nd reading.

CITY COMMISSION ACTION

At the July 7, 2004 meeting, the City Commission set the public hearing for the proposed ordinance, and in reviewing the Settlement Agreement and Concept Plan and by approving Option #2 of the Concept Plan, the zoning map change that is required for the Federal Triangle will be reduced to +/- 450 square feet. The attached ordinance reflects this change.

CONCLUSION

Pursuant to Section 118-164(1) of the City Code, when the proposed amendment changes the actual list of permitted, conditional or prohibited uses in a zoning category, or changes the actual zoning map designation for a parcel or parcels of land and, in either case, the proposed amendment involves less than ten contiguous acres, the City Clerk shall notify by mail the owners of record of land lying within 375 feet. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of such notice shall be kept available for public inspection during the regular business hours of the office of the City Clerk.

A notice for the public hearing on July 28, 2004 was mailed to the owners of record of land lying within 375 feet on June 25, 2004. Additional notice was given in the newspaper published on July 11, 2004. After the public hearing, the City Commission may adopt the ordinance by a 5/7ths vote.

JMG/CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 450 SQUARE FEET, FROM THE CURRENT GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION MR, "MARINE RECREATION;" AND 2) A PORTION OF LOT 18 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, AND A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, FROM GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION CPS-1, "COMMERCIAL LIMITED MIXED-USE;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline") and West Side Partners, Ltd. ("West Side"), among others which have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs claiming damages and rights under the Bert J. Harris Jr. Private Property Rights Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Divisions of Administrative Hearing Case No. 02-3283GM West Side Partners, Ltd., and

WHEREAS, the Mayor and City Commission have approved a Settlement Agreement, in concept, between the City and East Coastline, West Side and others with respect to the above-noted litigations, pursuant to Resolution No. 2004-25509, adopted on February 25, 2004; and

WHEREAS, that Settlement Agreement provides, among other things, a Concept Plan for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), to be considered by the Mayor and City Commission; and

WHEREAS, the Concept Plan has undergone citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the staff and has been considered and approved by the City Commission through the adoption of Resolution No. _____; and

WHEREAS, a review of the Concept Plan and the Settlement Agreement indicates the necessity for modifications of the City zoning designations for the following properties: 1) a portion of a parcel of land commonly known as the “Federal Triangle,” approximately 450 square feet, from the current GU, “Government Use,” to the proposed zoning classification MR, “Marine Recreation;” and 2) a portion of lot 18 and the 10 foot strip of land adjacent thereto, and a portion of lots 29 and 30 and the 10 foot strip of land adjacent thereto, Block 51 of the plat of Ocean Beach Florida addition No. 3, from GU “Government use,” to the proposed zoning classification CPS-1, “Commercial limited Mixed-Use,” in order to effectuate the Concept Plan and the Settlement.

WHEREAS, this Ordinance is being adopted to allow implementation of that Settlement Agreement and Concept Plan through the adoption of certain changes to the zoning designations of the above-noted parcels to permit the developments contemplated in such Agreement and Plan to proceed; and

WHEREAS, these amendments to the Land Development Regulations were not required by the Settlement Agreement but were independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, full legal descriptions of the Affected Properties are contained in Exhibits attached to this Ordinance, and shortened descriptions of such properties will be codified in the amendments below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. The following amendments to the City’s zoning map designations for the properties described herein are hereby approved and adopted and the Planning Director is hereby directed to make the appropriate changes to the zoning map of the City:

a) A portion of a parcel of land commonly known as the “Federal Triangle,” approximately 450 square feet, from the current GU, “Government Use,” to the proposed zoning classification MR, “Marine Recreation;” and b) A portion of lot 18 and the 10 foot strip of land adjacent thereto, and a portion of lots 29 and 30 and the 10 foot strip of land adjacent thereto, Block 51 of the plat of Ocean Beach Florida addition No. 3, from GU “Government use,” to the proposed zoning classification CPS-1, “Commercial limited Mixed-Use.” See legal descriptions attached as Composite Exhibit “A.”

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

VERIFIED

PLANNING DIRECTOR

DATE

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


CITY ATTORNEY


DATE

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COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION:

A Parcel of land located in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 8, South Beach Subdivision as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida; Thence S10°47'31" W along the Easterly line of said Block 8 for 111.76 feet to the southeast corner of Lot 1 of said Block 8; Thence N 65°35'12" W along the Southwesterly line of said Lot 1 for 64.44 feet; Thence S 87°37'54" W along the southerly line of lots 1 and 3 of said Block 8 for 208.59 feet to the Point of Beginning of the hereinafter described parcel of land; Thence S 57°41'41" W along the Northwesterly line of Parcel II as shown on Fortin, Leavy, Skiles, Inc. survey drawing number 2001D-061-1 for 41.05 feet to a non-tangent point on a circular curve concave to the northeast and whose radius point bears N62°37'08"E; Thence northwesterly along a 104.49 foot radius curve leading to the right through a central angle of 11°54'26" for an arc distance of 21.72 feet to a point on the South line of said lot 3, Block 8; Thence N 87°37'54" E along said South line for 42.66 feet to the Point of Beginning.

Containing 445 square feet, more or less.

SURVEYOR'S NOTES:

- This site lies in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 87°38'57" W for the south right-of-way line of South Pointe Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-061-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 21, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
CONSULTING ENGINEERS, SURVEYORS & MAPPERS	
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	
180 Northeast 168th. Street / North Miami Beach, Florida. 33162	
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

Date	7/21/04
Scale	as shown
Job. No.	041300
Dwg. No.	1004-091
Sheet	1 of 2

End Parcels

LEGAL DESCRIPTION:

A portion of Lot 18 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH FLA. ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

That portion of said Lot 18 and the 10 foot walk adjacent thereto lying Easterly and Northerly of the following described line; begin at a point on the Northerly line of said Lot 18, said point being 0.39 feet Easterly of the Northwestern corner of said Lot 18; thence S 12°-46'-09" E, parallel with and 0.39 feet Easterly of the Westerly line at said Lot 18 for 74.85 feet to a point of non-tangential curve leading to the left and concave to the Northeast, having a radius of 47.50 feet and whose radius point bears N 68°-24'-46" E; thence Southerly and Easterly through a central angle of 37°-27'-59" for an arc distance of 31.06 feet to a point on the Southerly line of said Lot 18 and on the Northerly line of a 10 foot walkway as shown on said plat of OCEAN BEACH FLA. ADDITION NO. 3, said point being also a point of compound curve having a radius of 45.00 feet; thence Southerly and Easterly through a central angle of 23°-25'-51" for an arc distance of 18.40 feet to a point on the Southerly extension of the Easterly line of said Lot 18, said point being 9.78 feet Southerly of the Southeasterly corner of said Lot 18 and the TERMINAL POINT of the herein described line.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

LEGAL DESCRIPTION:

A portion of Lots 29 and 30 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

Begin at the Northwestern corner of said Lot 29; thence N 77°-13'-28" E along the Northerly line of said Lots 29 and 30 a distance of 55.15 feet to a point; thence S 00°-37'-13" W for a distance of 112.35 feet to a point on the Southerly line of a 10 foot walk shown on said plat of OCEAN BEACH ADDITION NO. 3; thence S 76°-52'-58" W along the Southerly line of said 10 foot walk a distance of 31.51 feet to its intersection with the Southerly extension of the Westerly line of said Lot 29; thence N 12°-46'-09" W along the said Southerly extension and along the Westerly line of said Lot 29 a distance of 110.02 feet to the POINT OF BEGINNING.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

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CITY OF MIAMI BEACH
NOTICE OF AMENDMENTS TO THE FUTURE LAND USE MAP
OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN,
ZONING MAP AND LAND DEVELOPMENT REGULATIONS
NOTICE TO THE PUBLIC



THE CITY OF MIAMI BEACH CITY COMMISSION will hold public hearings on the following ordinances on **WEDNESDAY, July 28, 2004 at 5:15 P.M.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, or as soon thereafter as these matters can be heard:

FLUM Amendment

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CATEGORY FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT ROS, "RECREATION AND OPEN SPACE," TO THE FUTURE LAND USE CATEGORY OF MR, "MARINE RECREATION;" AND 2) A CITY-OWNED PARCEL 50-FEET WIDE FRONTING ON BISCAYNE BAY, OF APPROXIMATELY 4,600 SQUARE FEET, ON BLOCK 8, SOUTH BEACH PARK SUBDIVISION (A/K/A HINSON PARCEL) FROM THE CURRENT CPS-3, "COMMERCIAL INTENSIVE MIXED-USE," TO THE FUTURE LAND USE CATEGORY ROS, "RECREATION AND OPEN SPACE;" PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Zoning Map Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING DISTRICT MAP, REFERENCED IN SECTION 142-72 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE FOLLOWING PARCELS, MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTIONS ATTACHED AS EXHIBITS HERETO: 1) A PORTION OF A PARCEL OF LAND COMMONLY KNOWN AS THE "FEDERAL TRIANGLE," APPROXIMATELY 4,178 SQUARE FEET, FROM THE CURRENT GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION MR, "MARINE RECREATION;" AND 2) A PORTION OF LOT 18 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, AND A PORTION OF LOTS 29 AND 30 AND THE 10 FOOT STRIP OF LAND ADJACENT THERETO, BLOCK 51 OF THE PLAT OF OCEAN BEACH FLA. ADDITION NO. 3, FROM GU, "GOVERNMENT USE," TO THE PROPOSED ZONING CLASSIFICATION CPS-1, "COMMERCIAL LIMITED MIXED-USE;" PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Amendments to Land Development Regulations

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. Inquiries may be directed to the Planning Department at (305) 673-7550. Copies of these ordinances are available for public inspection during normal business hours in the planning Department offices: 1700 Convention Center Drive, 2nd floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice will not be provided.

To request this material in accessible format, sign language interpreters, information on access persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). (Ad #0274)

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida approving a Compliance Agreement, Pursuant to Section 163.3184(16), Florida Statutes for settlement of certain administrative litigation styled East Coastline Development, Ltd., vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283gm involving the appropriate language in the text of the Comprehensive Plan affecting the MR-Marine Recreation District.

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, amending Ordinance No. 2002-3370, which clarified the text of the City of Miami Beach Comprehensive Plan concerning the "MR-Marine Recreation" Land Use Designation, By amending permitted uses and adding prohibited uses, and clarifying the relationship of required parking to floor area within such District; Providing for Repealer, Severability and an Effective Date.

Issue:

Should the City Commission approve a Compliance Agreement and amend the uses in the Future Land Use category MR "Marine Recreation," of the Comprehensive Plan in order to effectuate a settlement agreement for certain pending litigations with the Portofino entities?

Item Summary/Recommendation:


Pursuant to a settlement agreement, the City Commission will consider amending the text of the MR, "Marine Recreation," Land Use Element of the Comprehensive Plan by including among other permitted uses: parks, bay walks, and required parking for adjacent properties not separated by road or alley, prohibiting other certain uses and to provide that in no case shall the intensity exceed the current floor area ratio (FAR) of 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

The Administration recommends that the City Commission approve the Compliance Agreement and adopt the ordinance amending the text of the Comprehensive Plan that would fulfill the Compliance Agreement.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

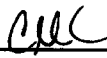
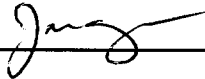
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM RSE
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

Public Hearings

Subject: MR Comprehensive Plan Text Amendments and approval of Compliance Agreement

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A COMPLIANCE AGREEMENT, PURSUANT TO SECTION 163.3184(16), FLORIDA STATUTES FOR SETTLEMENT OF CERTAIN ADMINISTRATIVE LITIGATION STYLED EAST COASTLINE DEVELOPMENT, LTD., vs. CITY OF MIAMI BEACH AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, CASE NO. 02-3283GM INVOLVING THE APPROPRIATE LANGUAGE IN THE TEXT OF THE COMPREHENSIVE PLAN AFFECTING THE MR-MARINE RECREATION DISTRICT.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE No. 2002-3370, WHICH CLARIFIED THE TEXT OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN CONCERNING THE "MR-MARINE RECREATION" LAND USE DESIGNATION, BY AMENDING PERMITTED USES AND ADDING PROHIBITED USES, AND CLARIFYING THE RELATIONSHIP OF REQUIRED PARKING TO FLOOR AREA WITHIN SUCH DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Compliance Agreement and adopt the ordinance amending the text of the Comprehensive Plan that would fulfill the Compliance Agreement.

BACKGROUND

In 1994, there was a proposal to reclassify and rezone this parcel from a Future Land Use category of MR to C-PS3. At the time of second reading, the City Commission did not approve the change and subsequent to the hearing in which the change was denied, MR

was inadvertently not re-instated in the text of the Comprehensive Plan. On May 29, 2002, the Commission adopted Ordinance No. 2002-3370, which amended the text of the City of Miami Beach Comprehensive Plan by adding a description of acceptable uses, and densities and intensities of use among other things, to the Future Land Use Element (FLUE), for certain property within the City that is designated "MR" (Marine Recreation) on the Future Land Use Map (FLUM) of the City. This text amendment cured that scrivener's error and was approved by the Florida Department of Community Affairs. The Notice of Intent to find the plan amendment in compliance was published in the Miami Herald on July 19, 2002.

Thereafter, East Coastline Development, Ltd., pursuant to Section 163.3184(9) of Florida Statutes, initiated an administrative challenge to that Ordinance in the case styled East Coastline Development, Ltd. vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283GM, one of the various judicial challenges filed by the Portofino Entities.

At this time, the applicant, TRG-Alaska I, Ltd. is requesting to amend the text of the MR, "Marine Recreation," FLUE of the Comprehensive Plan by including among other permitted uses: parks, bay walks, and required parking for adjacent properties not separated by road or alley, prohibiting other certain uses and to provide that in no case shall the intensity exceed the current floor area ratio (FAR) of 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

The proposed amendment to the text of the MR, "Marine Recreation," seeks to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding which is believed to be in the mutual best interests of both parties.

ANALYSIS

The proposed ordinance to change the text of the MR, Marine Recreation FLUE of the City's Comprehensive Plan is the result of a proposed settlement of litigation against the City and the Department of Community Affairs by one or more of the Portofino Entities. The background information for this particular case is listed on the first page of this report. The means by which this case would be settled is through a "Compliance Agreement," which would be advertised in accordance with Florida law, section 163.3184(16), Florida Statutes.

Two public hearings will be conducted: one for the resolution approving the Compliance Agreement, and one for the adoption to the changes to the text of the Comprehensive Plan. During the first public hearing, the Commission will consider the resolution approving the Compliance Agreement. The second public hearing can be held immediately after approving the Compliance Agreement. At this second public hearing the City Commission will consider the Comprehensive Plan text amendments which are referenced in the Compliance Agreement, and adopt the ordinance that makes these changes.

This proposed text amendment adds recreational facilities and accessory uses to the purpose of the element; and adds parks, bay walks, public facilities, and required parking

for adjacent properties as permitted uses. It also includes a prohibition for dance halls and entertainment establishments in this FLUE. The existing FAR of 0.25 does not change.

There is proposed an exemption for the required parking for adjacent properties, which would not be included in permitted floor area.

As part of the settlement agreement with the Portofino Entities, the City will receive a portion of the "Alaska" parcel. The proposed amendment to the text of the FLUE will accomplish the parking needs of the adjacent property owner in accordance with the settlement agreement and at the same time benefit the city by adding other uses such as bay walks and public facilities, and prohibiting others such as dance halls and entertainment establishments.

The original proposal included "residential use" as one of the permitted uses in MR; however, after the Commission voted to approve Option #2 of the Concept Plan, the inclusion of residential uses in MR is eliminated. (Note: Option #2 re-allocates the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, resulting in an increase of 3 ft. on each side of the building and increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building. This option also eliminates the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.)

FISCAL IMPACT ANALYSIS

The proposed ordinance should have a minimal, if any, adverse fiscal impact to the current condition as MR at the present time. In the future, the proposed text changes will facilitate the development of the area, inclusive of South Pointe Park, for public use.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan on June 15, 2004; their comments are included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, and June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004. An additional meeting was held by the Neighborhood Representatives and the Developer on July 12, 2004.

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 3 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

At the July 12, 2004 meeting of the neighborhood representatives participating in the Collaborative process, provided the following comments:

- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance (approximately half-way to Alton Road).
- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before final adoption at 2nd reading.

CITY COMMISSION ACTION

At the July 7, 2004 meeting, the City Commission set the public hearings for these items during the Consent Agenda. Later that day, during the discussion of the settlement agreement, a motion was made and seconded to approve Option #2 of the Concept Plan as it refers to the Alaska Parcel. By approving this option, the need to include residential use in the MR, "Marine Recreation" FLUE is eliminated.

The ordinance accompanying this memorandum reflects the change.

CONCLUSION

Chapter 163.3184 F.S. requires that the local governing body hold one advertised public hearing for the compliance agreement, and then a public hearing for the comprehensive Plan text amendment. The public hearing shall be held at least 10 days after the day that the advertisement is published. A notice for the public hearing on July 28, 2004 was mailed to the owners of record of land lying within 375 feet on June 25, 2004. Additional notice was given in the newspaper published on July 11, 2004.

Under Section 163.3184(16), Florida Statutes, the Comprehensive Plan text amendment approved pursuant to the Compliance Agreement, is exempt from the traditional requirements of Sections 163.3184(2)-(7), including the usual procedures of transmittal; intergovernmental review; regional, county and municipal review; state land planning agency review; and local government review of comments. Instead, the local government adopts the Compliance Agreement, and then adopts the amendment, both after public hearings. Within 10 working days after adoption of the plan amendment, the local government transmits then circulates the approved Compliance Agreement for execution, and transmits the amendment to the state land planning agency, which has 30 days to determine whether it is in compliance with state law. The agency transmits its notice of intent to the parties, and the State Administrative Law Judge. The City publishes the notice of intent and any interested party will have 21 days to challenge the amendment. If no challenge is filed, the case is dismissed, and the amendment becomes final.

JMG/^{ML}CMC/JGG/ML
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A COMPLIANCE AGREEMENT, PURSUANT TO SECTION 163.3184(16), FLORIDA STATUTES FOR SETTLEMENT OF CERTAIN ADMINISTRATIVE LITIGATION STYLED EAST COASTLINE DEVELOPMENT, LTD., vs. CITY OF MIAMI BEACH AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, CASE NO. 02-3283GM INVOLVING THE APPROPRIATE LANGUAGE IN THE TEXT OF THE COMPREHENSIVE PLAN AFFECTING THE MR-MARINE RECREATION DISTRICT.

WHEREAS, on May 29, 2002, the City Commission of the City of Miami Beach adopted Ordinance No. 2002-3370, which amended the text of the City of Miami Beach Comprehensive Plan by adding a description of acceptable uses and densities and intensities of use, among other things, for certain property within the City that is designated "MR" (Marine Recreation) on the City's Future Land Use Map; and

WHEREAS, thereafter, East Coastline Development, Ltd. ("East Coastline"), pursuant to Section 163.3184(9) of Florida Statutes, initiated an administrative challenge to that Ordinance in East Coastline Development, Ltd. vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283GM; and

WHEREAS, both the City and East Coastline desire, without either admitting or denying any legal positions in the administrative proceeding, to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so; and

WHEREAS, pursuant to Section 163.3184(16), Florida Statutes, a proposed Compliance Agreement has been reviewed by the City Commission at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for such advertisements in Section 163.3184(15)(c), Florida Statutes.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Commission hereby approves the Compliance Agreement, in substantially the form attached hereto as Exhibit "A". The Mayor and City Clerk are hereby authorized to execute the Compliance Agreement on behalf of the City.

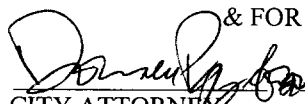
PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION


CITY ATTORNEY
7/21/04
DATE

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STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

EAST COASTLINE DEVELOPMENT, LTD.,

Petitioner,

Case No. 02-3283GM

vs.

CITY OF MIAMI BEACH AND DEPARTMENT
OF COMMUNITY AFFAIRS,

Respondents.

COMPLIANCE AGREEMENT

For purposes of settling the above-referenced case, Petitioner East Coastline Development, LTD., and Respondents the City of Miami Beach (“City”) and the Department of Community Affairs (“Department”) hereby stipulate and agree as follows:

RECITALS

WHEREAS, Petitioner has challenged the Department’s determination that the comprehensive plan amendment adopted by the City on May 29, 2002, by Ordinance No. 2002-3370 , is “in compliance” with Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code; and

WHEREAS, the Department is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Department, which published its Notice of Intent in the Miami Herald on July 19, 2002, contends that the amendment is “in compliance”; and the Petitioner contends that the amendment is not “in compliance,” as stated in its’ Petition; and

WHEREAS, pursuant to Section 163.3184(9), Florida Statutes, Petitioner initiated the above-styled formal administrative proceeding challenging the amendments; and

WHEREAS, the City and the Department dispute the allegations of the Petition regarding the amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth below, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this agreement, the following words and phrases shall have the following meanings:

a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.

c. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits. Remedial

plan amendments adopted pursuant to this agreement must be consistent with and substantially similar in concept and content to the ones identified in this agreement or be otherwise acceptable to the Department and the Petitioner.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the plan amendments are “in compliance.”

3. Negotiation of Agreement. The Department issued its Notice of Intent to find the plan amendment “in compliance.” Petitioner requested an administrative hearing to determine the consistency of the plan amendment. The parties conferred and agreed to resolve the issues in the Petition through this agreement. It is the intent of this agreement to resolve fully all issues between the parties in this proceeding.

4. Dismissal. Within 21 days of the state land planning agency’s publication of its notice of intent to find the remedial plan amendments in compliance, and assuming that no petition is filed during that time challenging the remedial plan amendments, the Petitioner shall withdraw its’ Petition by filing with DOAH a Notice of Voluntary Dismissal.

5. Adoption or Approval of Remedial Plan Amendments. No later than 60 days after execution of this agreement by the parties, the City shall consider for adoption the remedial plan amendments described in *Exhibit A*. Within 10 working days after adoption of the remedial plan amendments, the City shall transmit 3 copies of the amendments to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The City also shall submit one copy to the South Florida Regional Planning Council and to any other unit of local or state government that has filed a written request with the governing body for a copy of the remedial plan amendments and a copy to the Petitioner.

6. Department's Review of Remedial Plan Amendments and Notice of Intent.

Within 30 days after receipt of the adopted remedial plan amendments, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted remedial plan amendments in accordance with this Agreement. If the adopted remedial plan amendments satisfy this agreement, the Department shall issue a Notice of Intent addressing the remedial plan amendments as being in compliance. This agreement constitutes a stipulation that if the remedial plan amendments are accomplished, the plan amendments will be in compliance.

7. Effect of Amendment. Adoption of any remedial plan amendments shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

8. Purpose of this Agreement; Not Establishing Precedent. The Parties enter into this agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the City's Comprehensive Plan Amendments. The acceptance of proposals for purposes of this agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

9. Approval by City Council. This agreement has been approved by the Miami Beach City Commission at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This agreement has been executed by the City Manager of Miami Beach as provided in the City's charter or other regulations.

10. Changes in Law. Nothing in this agreement shall be construed to relieve any party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this agreement by reference.

11. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

12. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this agreement.

13. Effective Date. This agreement shall become effective immediately upon execution by the Petitioner, the Department and the City.

14. Filing and Continuance. This agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this agreement, the stay that has been ordered in this matter shall remain in effect until the Petitioner files its Notice of Voluntary Dismissal as outlined in Paragraph 4 of this agreement. In the event that a petition is filed challenging the remedial amendments, then this proceeding shall be held in further abeyance pending the final determination and outcome of the challenge to the remedial amendments. This proceeding shall, thereafter, be dismissed, upon final administrative or judicial determination as to the validity of the remedial amendments.

15. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to

have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

16. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

17. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

18. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

In witness whereof, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

PETITIONER

By: _____
CLIFFORD A. SCHULMAN, ESQ.
Attorney for Petitioner

Date

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name: _____

Date

CITY OF MIAMI BEACH

BY: _____
JORGE GONZALEZ
CITY MANAGER

DATE: _____


ATTEST:

ROBERT PARCHER, CITY CLERK

(SEAL)

DATE: _____

APPROVED AS TO FORM
& LANGUAGE & FOR
EXECUTION

BY: 
CITY ATTORNEY 

DATE: 7/24/04

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE No. 2002-3370, WHICH CLARIFIED THE TEXT OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN CONCERNING THE “MR-MARINE RECREATION” LAND USE DESIGNATION, BY AMENDING PERMITTED USES AND ADDING PROHIBITED USES, AND CLARIFYING THE RELATIONSHIP OF REQUIRED PARKING TO FLOOR AREA WITHIN SUCH DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on May 29, 2002, the City Commission of the City of Miami Beach adopted Ordinance No. 2002-3370, which amended the text of the City of Miami Beach Comprehensive Plan by adding a description of acceptable uses and densities and intensities of use, among other things, for certain property within the City that is designated “MR” (Marine Recreation) on the Future Land Use Map of the City; and

WHEREAS, thereafter, East Coastline Development, Ltd., pursuant to Section 163.3184(9) of Florida Statutes, initiated an administrative challenge to that Ordinance in the case styled East Coastline Development, Ltd. vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283GM; and

WHEREAS, both the City and East Coastline desire, without either admitting or denying any legal positions in the administrative proceeding, to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so and have agreed on a “Remedial Amendment” to the previously adopted text amendment; and

WHEREAS, pursuant to Section 163.3184(16), Florida Statutes, a proposed Compliance Agreement has been approved by the Miami Beach City Commission at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for such advertisements in Section 163.3184(15)(c), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Ordinance No. 2002-3370 of the City of Miami Beach is hereby amended by amending the text of the adopted City of Miami Beach Comprehensive Plan, Land Use Element, as follows:

Exhibit “A”

Marine Recreation (MR)

Purpose: To provide development opportunities for existing and new recreational boating activities, recreational facilities, accessory uses and service facilities.

Uses which may be Permitted: Marinas; boat docks; piers; etc., for noncommercial or commercial vessels and related upland structures; aquarium, restaurants, commercial uses, parks, bay walks, public facilities required parking for adjacent properties not separated by road or alley; Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.

Intensity Limits: Intensity may be limited by such setback, height, floor area ratio, and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complimentary public policy. However, in no case shall the intensity exceed a floor area ratio of 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE. Within 30 days after receipt of this ordinance pursuant to the transmittal set forth below, the Department of Community Affairs shall determine whether this ordinance was adopted in accordance with the Compliance Agreement adopted this same date by the City Commission. If the Department so determines, it shall issue and publish a Notice of Intent to find the ordinance in compliance, after which East Coastline Development, Ltd., has 21 days within which to file a voluntary dismissal in litigation pending against the City before the Department of Administrative Hearings, styled East Coastline Development, Ltd., v. City of Miami Beach, Case no. 02-3283GM. This ordinance shall take effect one day following the filing of the notice of voluntary dismissal, or the resolution of any timely filed legal challenges to this ordinance.

SECTION 6. TRANSMITTAL. The City Clerk within 10 days of adoption of this ordinance shall transmit 3 copies to the Department of Community Affairs, and one copy each to the South Florida Regional Planning Council, any other unit of local or state government that has filed a written request for a copy of the ordinance, and a copy to East Coastline Development, Ltd.

PASSED and ADOPTED this ____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

VERIFIED


CITY ATTORNEY 


DATE

PLANNING DIRECTOR DATE

T:\AGENDA\2004\Jul2804\Regular\1669 - MR comp plan text ord rev 7-12-04.DOC

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE No. 2002-3370, WHICH CLARIFIED THE TEXT OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN CONCERNING THE “MR-MARINE RECREATION” LAND USE DESIGNATION, BY AMENDING PERMITTED USES AND ADDING PROHIBITED USES, AND CLARIFYING THE RELATIONSHIP OF REQUIRED PARKING TO FLOOR AREA WITHIN SUCH DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on May 29, 2002, the City Commission of the City of Miami Beach adopted Ordinance No. 2002-3370, which amended the text of the City of Miami Beach Comprehensive Plan by adding a description of acceptable uses and densities and intensities of use, among other things, for certain property within the City that is designated “MR” (Marine Recreation) on the Future Land Use Map of the City; and

WHEREAS, thereafter, East Coastline Development, Ltd., pursuant to Section 163.3184(9) of Florida Statutes, initiated an administrative challenge to that Ordinance in the case styled East Coastline Development, Ltd. vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283GM; and

WHEREAS, both the City and East Coastline desire, without either admitting or denying any legal positions in the administrative proceeding, to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so and have agreed on a “Remedial Amendment” to the previously adopted text amendment; and

WHEREAS, pursuant to Section 163.3184(16), Florida Statutes, a proposed Compliance Agreement has been approved by the Miami Beach City Commission at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for such advertisements in Section 163.3184(15)(c), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Ordinance No. 2002-3370 of the City of Miami Beach is hereby amended by amending the text of the adopted City of Miami Beach Comprehensive Plan, Land Use Element, as follows:

Marine Recreation (MR)

Purpose: To provide development opportunities for existing and new recreational boating activities, recreational facilities, accessory uses and service facilities.

Uses which may be Permitted: Marinas; boat docks; piers; etc., for noncommercial or commercial vessels and related upland structures; aquarium, restaurants, commercial uses, parks, bay walks, public facilities required parking for adjacent properties not separated by road or alley; Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.

Intensity Limits: Intensity may be limited by such setback, height, floor area ratio, and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complimentary public policy. However, in no case shall the intensity exceed a floor area ratio of 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE. Within 30 days after receipt of this ordinance pursuant to the transmittal set forth below, the Department of Community Affairs shall determine whether this ordinance was adopted in accordance with the Compliance Agreement adopted this same date by the City Commission. If the Department so determines, it shall issue and publish a Notice of Intent to find the ordinance in compliance, after which East Coastline Development, Ltd., has 21 days within which to file a voluntary dismissal in litigation pending against the City before the Department of Administrative Hearings, styled East Coastline Development, Ltd., v. City of Miami Beach, Case no. 02-3283GM. This ordinance shall take effect one day following the filing of the notice of voluntary dismissal, or the resolution of any timely filed legal challenges to this ordinance.

SECTION 6. TRANSMITTAL. The City Clerk within 10 days of adoption of this ordinance shall transmit 3 copies to the Department of Community Affairs, and one copy each to the South Florida Regional Planning Council, any other unit of local or state government that has filed a written request for a copy of the ordinance, and a copy to East Coastline Development, Ltd.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

VERIFIED


CITY ATTORNEY

7/24/04
DATE

PLANNING DIRECTOR

DATE

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**CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS ON
COMPLIANCE AGREEMENT
AND AMENDMENT TO
PART II: GOALS, OBJECTIVES AND POLICIES
OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN**

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 28, 2004, at 5:15 p.m.**, to consider the following:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A COMPLIANCE AGREEMENT, PURSUANT TO SECTION 163.3184(16), FLORIDA STATUTES FOR SETTLEMENT OF CERTAIN ADMINISTRATIVE LITIGATION STYLED EAST COASTLINE DEVELOPMENT, LTD., vs. CITY OF MIAMI BEACH AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, CASE NO. 02-3283GM INVOLVING THE APPROPRIATE LANGUAGE IN THE TEXT OF THE COMPREHENSIVE PLAN AFFECTING THE MR-MARINE RECREATION DISTRICT.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE No. 2002-3370, WHICH CLARIFIED THE TEXT OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN CONCERNING THE "MR-MARINE RECREATION" LAND USE DESIGNATION, BY AMENDING PERMITTED USES AND ADDING PROHIBITED USES, AND CLARIFYING THE RELATIONSHIP OF REQUIRED PARKING TO FLOOR AREA WITHIN SUCH DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of the agreements and ordinance are available for public inspection during normal business hours in the Planning Department Office, 1700 Convention Center Drive, 2nd Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

(Ad #0273)

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, adopting an amendment to the Portofino Development of Regional Impact (DRI) Development Order, as adopted by City of Miami Beach Ordinance No. 98-3121, pursuant to a Notification of Proposed Change (NOPC) Proposed By TRG-Alaska I, Ltd and TRG-Alaska III, LLC, to allow: (1) the filling and bulk heading of the existing boat basin on the Alaska Parcel; and (2) adding approximately 7,200 square feet of lands to the DRI; finding that these changes do not constitute a Substantial Deviation pursuant to Chapter 380 Florida Statutes; Providing for Transmittal, Repealer, Severability and an Effective Date.

Issue:

At the public hearing, the local government shall determine whether the proposed change requires further development-of-regional-impact review.


Item Summary/Recommendation:

If the City determines that the proposed change does not require further review and is otherwise approved, an amendment to the development order incorporating the approved change and conditions of approval relating to the change shall be issued.

Advisory Board Recommendation:

The Planning Board at its June 22, 2004 meeting made the following Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

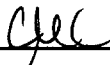
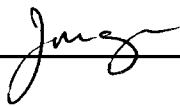
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mercy Lamazares/Jorge G. Gomez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM RSF
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge'.

Subject: Portofino DRI - Notice of Proposed Change

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE PORTOFINO DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, AS ADOPTED BY CITY OF MIAMI BEACH ORDINANCE NO. 98-3121, PURSUANT TO A NOTIFICATION OF PROPOSED CHANGE (NOPC) PROPOSED BY TRG-ALASKA I, LTD AND TRG-ALASKA III, LLC, TO ALLOW: (1) THE FILLING AND BULK HEADING OF THE EXISTING BOAT BASIN ON THE ALASKA PARCEL; AND (2) ADDING APPROXIMATELY 7,200 SQUARE FEET OF LANDS TO THE DRI; FINDING THAT THESE CHANGES DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION PURSUANT TO CHAPTER 380 FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

BACKGROUND

The applicants, TRG-Alaska I Ltd., and TRG-Alaska III, LLC, are requesting to amend the Portofino Development of Regional Impact (DRI) Development Order, as adopted by City of Miami Beach Ordinance No. 98-3121, as follows:

- Fill and bulkhead existing slip (boat basin) located on the Alaska Parcel; and
- Add approximately 7,200 square feet of lands purchased within ¼ mile of the original DRI.

PROCEDURE

Pursuant to Chapter 380.06(19)(f), Florida Statutes, the procedure to approve a Notice of Proposed Change (NOPC) to a previously approved DRI development order is as follows:

- The developer submits copies simultaneously to the local government, the Regional Planning Council (RPC), and the Florida Department of Community Affairs (DCA) the request for approval of a proposed change.
- No sooner than 30 days but no later than 45 days after submittal by the developer, the City shall give 15 days' notice and schedule a public hearing to consider the change that the developer asserts does not create a substantial deviation.

This request was submitted on May 17, 2004 for review by the Planning Board. Notice of a public hearing before the Planning Board was published in the Neighbors Section of the Miami Herald on June 6, 2004. In addition to that publication, the notice of public hearing was mailed to property owners within 375 feet of the subject locations on May 21, 2004 for the June 22, 2004 Planning Board public hearing.

- The RPC or DCA will review the proposed NOPC and advise the City in writing whether it objects to the NOPC, and specify the reasons for its objection, if any.

This notification has not been received as of the writing of this memorandum.

- The public hearing must be held within 90 days after submittal of the NOPC, unless that time is extended by the developer. Most cities also have the Planning Board make a recommendation on the proposed amendment, although not statutorily required.

The public hearing will be held within this time frame.

- At the public hearing, the City must determine whether the proposed change requires further DRI review based upon the criteria for a substantial deviation.
- If the City determines that the proposed change does not require further DRI review and is otherwise approved, the City shall issue an amendment to the development order (in the form of a resolution or ordinance) incorporating the approved change and conditions of approval.
- The approved development order is then transmitted to DCA and once received, there is a 45-day appeal period during which only the owner, developer or DCA can appeal (see Sec. 380.07, F.S.)

ANALYSIS

At the public hearing, the local government shall determine whether the proposed change requires further development-of-regional-impact review. In reviewing the criteria contained within Sec. 380.06(f)(19) F.S., the Administration believes that:

- The proposed change to the previously approved development does not create a reasonable likelihood of additional regional impact review.
- The proposed change to the development order is less than the criteria specified in Sec. 380.06, F.S.
- The proposed change is not an extension of the date of buildout.
- The proposed change is not resulting from requirements imposed by the Department of Environmental Protection or any water management district.
- The proposed change increases the acreage in the development, and according to the criteria in the Florida Statutes, it is presumed that it will create a substantial deviation. This presumption may be rebutted by clear and convincing evidence.

With regard to the request to add 7,200 square feet of newly acquired land to the original DRI, the Administration believes the additional square footage is innocuous; the two separate parcels, one in Block 51 and the other in Block 52, will fill a gap in the DRI area as they are flanked by DRI properties.

With regard to the boat basin the applicant has already started the process by submitting applications to the regulatory agencies that would have to approve the project. The developers certainly have that option as owners of the land. Once the concept plan is approved, the settlement agreement signed and the proposed portion of the Alaska parcel inclusive of the boat basin is deeded to the City, it is proposed to have an RFP for the design of the entire area, including South Pointe Park. At that time a decision can be made for the use of the boat basin and whether it should be filled, redesigned or incorporated into the park in some other manner.

The Planning Board, as the City's Land Planning Agency, reviewed the proposed ordinance on June 22, 2004 and provided the following comments to the City Commission relative to the Concept Plan and accompanying LDR amendments, recommending adoption of the ordinance. The Design Review Board also reviewed the proposed concept plan on June 15, 2004; their comments are included below.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Approved unanimously 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.
- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

Summary of Collaborative Planning Process Comments relative to Concept Plan:

As provided for in the term sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, and June 14, 22 and 28, 2004 in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004. An additional meeting was held by the Neighborhood Representatives and the Developer on July 12, 2004.

The DRB and Planning Board recommendations listed above were not adopted as formal amendments to the Land Development Regulations. The City Commission should discuss and consider the recommendations provided by both Boards. If further changes to the Concept Plan are desired, the corresponding policy direction will need to be reflected in the proposed Land Development Regulations before 2nd reading.

In summary, the Concept Plan reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use, (resulting in an increase width of 3 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

The DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

At the July 12, 2004 meeting of the Neighborhood Representatives participating in the Collaborative process, provided the following comments:

- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the Collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance (approximately half-way to Alton Road).

- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.

Again, the City Commission should consider any further changes to the Concept Plan and the corresponding policy direction that should be reflected in the proposed Land Development Regulation amendments before 2nd reading.

CITY COMMISSION ACTION

At the July 7, 2004 meeting, the City Commission set the public hearing for this item during the Consent Agenda.

CONCLUSION

Pursuant to Section 380.06(19)(f)3., the City of Miami Beach shall give 15 days' notice and schedule a public hearing to consider the change that the developer asserts does not create a substantial deviation. This public hearing shall be held within 90 days after submittal of the proposed changes, unless that time is extended by the developer.

If the City determines that the proposed change does not require further review and is otherwise approved, an amendment to the development order incorporating the approved change and conditions of approval relating to the change shall be issued. Copies of such orders shall be transmitted to the DCA, the RPC, and the owner or developer of the property affected by such order.

JMG/^{cmc}CMC/JGG/ML

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE PORTOFINO DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, AS ADOPTED BY CITY OF MIAMI BEACH ORDINANCE NO. 98-3121, PURSUANT TO A NOTIFICATION OF PROPOSED CHANGE (NOPC) PROPOSED BY TRG-ALASKA I, LTD AND TRG-ALASKA III, LLC, TO ALLOW: (1) THE FILLING AND BULK HEADING OF THE EXISTING BOAT BASIN ON THE ALASKA PARCEL; AND (2) ADDING APPROXIMATELY 7,200 SQUARE FEET OF LANDS TO THE DRI; FINDING THAT THESE CHANGES DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION PURSUANT TO CHAPTER 380 FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 1998 the Miami Beach City Commission approved a Development of Regional Impact ("DRI") for certain properties in the South Pointe area, which approval is contained in Ordinance No. 98-3121; and

WHEREAS, the current Owners of certain properties within the boundaries of the DRI have filed a Notification of Proposed Change ("NOPC") to the DRI with the City of Miami Beach Planning Department, City Attorney, City Clerk and City Manager, and with copies to the South Florida Regional Planning Council, Department of Community Affairs, Florida Department of Environmental Protection, South Florida Water Management District, U.S. Army Corps of Engineers, Department of Environmental Resource Management and Florida Department of Transportation; and

WHEREAS, the NOPC seeks approval to allow: (1) the filling and bulk heading of the existing boat basin on the Alaska Parcel; and (2) the addition of approximately 7,200 square feet of lands to the DRI; and

WHEREAS, the development, as approved originally and as proposed in the NOPC, makes adequate provision for the public facilities needed to accommodate the impacts of the proposed development in accordance with the City of Miami Beach Comprehensive Plan; and

WHEREAS, approval of the following amendments to the Portofino Development of Regional Impact ("DRI"), subject to the provisions of this Ordinance, is consistent with the Requirements of Chapter 380, Florida Statutes, and is in conformity with all other applicable local and state laws and regulations; and

WHEREAS, the City Commission, after complying with all applicable notice requirements has reviewed the recommendations of staff; the Planning Board recommendations made after its hearing of June 22, 2004 and has conducted a public hearing, on July 28, 2004, and has determined that approval of the following amendments to the Portofino DRI Development Order, subject to the conditions and requirements specified in this Ordinance, will further the interests of the health, safety and welfare of the citizens of Miami Beach.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Miami Beach, Florida:

SECTION 1. City of Miami Beach Ordinance No. 98-3121 shall be amended so that the attached Exhibit C shall be substituted for Exhibit "C" of Ordinance No. 98-3121 and, therefore, the following additional properties shall be included in the DRI:

Lot 9 and the West 4 feet of Lot 8, in Block 51, Ocean Beach Addition No. 3, in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lot 8 and the Westerly 8 feet of Lot 7, in Block 52, Ocean Beach Addition No. 3, in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

SECTION 2. Section 7 A. 18 of City of Miami Beach Ordinance No. 98-3121 shall be amended to read as follows:

Section 7 A. 18.

~~18. No alternation or maintenance, excluding work related to the proposed Baywalk, of the existing slip located on the Alaska Parcel, hereinafter referred to as the "slip," shall be permitted without the Applicant having submitted, at least forty five (45) days prior to the filing of any applications for the requisite environmental permits for such action, a Notice of Proposed Change to a previously approved DRI, to the Department of Community Affairs, the South Florida Regional Planning Council and the City. Said Notice shall comply with the provisions of Section 380.06(19), Florida Statutes and shall include a copy of the proposed permit application, along with all supporting data. For the purposes of this condition, the filling of the slip shall be presumed to constitute a substantial deviation and the Applicant shall bear the burden of rebutting, with clear and convincing evidence, that such proposed change does not constitute a substantial deviation. In no event shall any alteration or maintenance, excluding work related to the proposed Baywalk, of the existing slip on the Alaska Parcel be commenced or conducted without compliance with this condition and only after applicable approvals from regulatory agencies, with jurisdiction, including the Metropolitan Miami-Dade County Department of Environmental Resources Management, the Florida Department of Environmental Protection, the South Florida Water Management District and the United States Army Corps of Engineers.~~

SECTION 3. The City Commission determines that the changes provided for in this Ordinance do not constitute a substantial deviation in accordance with Section 380.06(19), Florida Statutes.

SECTION 4. Except as otherwise modified herein, City of Miami Beach Ordinance No. 98-3121 shall remain in full force and effect.

SECTION 5. RECORDATION. This Ordinance shall be recorded in the Official Records of Miami-Dade County, and the provisions contained herein shall run with the land and are binding upon the Developer, its grantees and assigns.

SECTION 6. AUTHORIZATION. The City of Miami Beach, in accordance with its Charter, is authorized to amend this Development Order.

SECTION 7. CODIFICATION. It is the intention of the City Commission that this Ordinance not be entered into the Code, and this Ordinance and its Exhibits shall not be codified, but shall be kept on file with the City Clerk's Office.

SECTION 8. TRANSMITTAL. The City Clerk is instructed to transmit a copy of this Ordinance and all Exhibits attached hereto to the Florida Department of Community Affairs, the South Florida Regional Planning council, and the Applicant's Agents, as required pursuant to Florida Statutes.

SECTION 9. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 10. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 11. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption, except that if this ordinance is timely appealed as provided in sections 380.06(19) and 380.07, Florida Statutes, effectiveness shall be delayed until the resolution of such appeal, if any.

PASSED and ADOPTED this ____ day of _____, 2004.
ATTEST:

CITY CLERK

VERIFIED

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

PLANNING DIRECTOR DATE

CITY ATTORNEY DATE

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EXHIBIT C

GOODMAN TERRACE PARCEL

Part of the Northwest quarter of Section 10, Township 54 South, Range 42 East, described as follows:

Begin in North line of Section 10, which line is also South line of Biscayne Street at its intersection with East line of Jefferson Avenue extended; then South in line drawn at right angles to South line of Biscayne Street 132 feet, thence, East in line drawn parallel with South line of Biscayne Street to West line of Washington Avenue; thence, North along West line of Washington Avenue to its intersection with South line of Biscayne Street; thence, West along South line of Biscayne Street to point of beginning. Also described as: all that part of North 132.0 feet of Section 10-54-42 known as Smith Cottages Tract and also as Tract B and bounded on North by North line of Section 10; on West by East line of Jefferson Avenue extended; on South by line parallel to and 132' South of North line of Section 10; on East by West line of Washington Avenue extended.

HINSON PARCEL

BLOCK 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following two dedications:

A 50.00 foot dedication in BLOCK 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, Page 77, of the Public Records of Miami-Dade County, Florida. Said 50.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of said BLOCK 8; Bounded on the South by the Southerly line of said BLOCK 8; said Southerly line also being the Northerly line of the Government Reservation shown hereon; Bounded on the East by a line parallel to and 50.00 feet distant Easterly of, as measured at 90-degrees to the Westerly line, of said BLOCK 8; Bounded on the West by the Westerly line of the above-referenced BLOCK 8, said Westerly line also being the Easterly line of Biscayne Bay.

A 40.00 foot dedication in BLOCK 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 40.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of the above-referenced BLOCK 8; Bounded on the South by the Southerly line of the above-referenced BLOCK 8, said Southerly line also being the Northerly boundary line of the Government Reservation shown hereon; Bounded on the east by the Westerly line of Washington Avenue, said Westerly line also being the Easterly line of BLOCK 8; Bounded on the West by a line parallel to and 40.00 feet distant Westerly of, as measured at 90-degrees to the Westerly line, of the above-referenced Washington Avenue.

ALASKA PARCEL

A parcel of land and accreted land located in Section 10 Township 54 South, Range 42 East, Miami-Dade County, Florida, and being more particularly described as follows:

For a Point of Beginning commence at a 10-inch-square concrete monument located on the northerly boundary of the U.S. Army Corps of Engineers Reservation, being the westernmost corner of Lot 6, Block 4, of South Beach Park Subdivision as shown in Plat book 6, Page 77, of the public records of Miami-Dade County; said monument designated "C" having grid coordinates of X-784,440.39 and Y-521,912.47. Said monument also lies approximately South 24 degrees 27'26" West a distance of 592.30 feet South of and North 65 degrees 36'16" East of a distance of 554.97 feet West of the northeast corner of the northwest 1/4 of Section 10, Township 54 South Range 42 East. From said Point of Beginning run thence South 24 degrees 25'50" West a distance of 420.43 feet, more or less, to the Mean High Water (M.H.W.) line of the northerly shoreline of the "Government Cut" for the entrance channel of the Miami Harbor; thence North 65 degrees 35'19" West along said M.H.W. line a distance of 261.59 feet to a point on a bulkhead; thence North 31 degrees 08'28" West along said bulkhead a distance of 242.83 feet to U.S. Army Corps of Engineers Monument "Virgil" having a grid coordinate of X-783,902.72 and Y-521,845.63; thence North 57 degrees 41'41" East a distance of 226.20 feet to Monument "West" having a grid coordinate of X-784,093.91 and Y-521,966.52; thence North 87 degrees 38'37" East a distance of 208.58 feet to Monument "G", having a grid coordinate of X-784,302.32 and Y-521,975.14; thence South 65 degrees 35'12" East a distance of 151.63 feet to Monument "C" and the Point of Beginning.

BLOCKS 51 AND 52 PARCELS

Lots 21, 22, 23, 24, and the West 1/2 of Lot 25, in Block 51, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lots 4, 5, 6, and the East 22 feet of Lot 7, in Block 52, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lots 19, 20, the East one-half of Lot 25, and all of Lots 26, 27, and 28, in Block 51, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida. Also, a 10.00 foot strip of land shown on the referenced Plat as a 10.00 foot walk; adjacent to and bounded on the North by the Southerly line of above referenced Lots; bounded on the South by the Northerly line of Biscayne Street, said line being 10.00 feet Southerly of the Southerly line referenced Lots; bounded on the West by the Westerly line of Lot 19, extended Southerly; bounded on the East by the Easterly line of Lot 28 extended Southerly;

Lots 5, 6, 7, 11, 12 and the Easterly 26 feet of Lot 8, in Block 51, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lots 25, 32, and 33, in Block 52, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lots 9, 10 and 11, in Block 52, of OCEAN BEACH ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lot 9 and the West 4 feet of Lot 8, in Block 51, Ocean Beach Addition No. 3, in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

Lot 8 and the Westerly 8 feet of Lot 7, in Block 52, Ocean Beach Addition No. 3, in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida.

BISCAYNE COURT

A Parcel of land lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida; and being more particularly described as follows:

For a Point of Beginning commence at the northwest corner of Lot 19, Block 51 of OCEAN BEACH, FLA. ADDITION NO. 3, according to the plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; thence N 12° 46' 09" W, for a distance of 7.50 feet; thence N 77° 13' 28" E, for a distance of 60.00 feet; thence N 12° 46' 09" W, for a distance of 7.50 feet to a point on the Southwest corner of Lot 12, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along the Southerly lot line of said Lot 12, Block 51, N 77° 13' 28" E, for a distance of 60.00 feet to a point on the Southeast corner of Lot 11, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence leaving said Southerly lot line, S 12° 46' 09" E, for a distance of 7.50 feet; thence N 77° 13' 28" E, for a distance of 63.18 feet; thence N 12° 46' 09" W, for a distance of 7.50 feet to a point on the Southwest corner of Lot 8, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Southerly lot line; N 77° 13' 28" E, for a distance of 116.00 feet to the Southeast corner of Lot 5, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence leaving said Southerly lot line; S 12° 46' 09" E, for a distance of 15.00 feet to a point on the Northeast corner of Lot 28, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Northerly lot line, S 77° 13' 28" W, for a distance of 300.00 feet to the Northwest corner of Lot 19, Block 51 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3, said point also being the Point of Beginning.

Containing 0.082 Acres, more or less.

COMMERCE COURT

A parcel of land lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

For a Point of Beginning commence at the Northwest corner of Lot 25, Block 52 of OCEAN BEACH, FLA. ADDITION NO. 3, according to the plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; thence N 12° 46' 09" W, for a distance of 10.00 feet; thence N 77° 13' 28" E, for a distance of 30.00 feet; thence N 12° 46' 09" W, for a distance of 10.00 feet to a point on the Southwest corner of Lot 11, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Southerly lot line N 77° 13' 28" E, for a distance of 90.00 feet to a point on the Southeast corner of Lot 9, Block

52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence leaving said Southerly lot line S 12° 46' 09" E, for a distance of 10.00 feet; thence S 77° 13' 28" W, for a distance of 90.00 feet; thence S 12° 46' 09" E, for a distance of 10.00 feet to a point on the Northeast corner of Lot 25, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Northerly lot line S 77° 13' 28" W, for a distance of 30.00 feet to the Northwest corner of Lot 25, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; also being the Point of Beginning.

Together with:

For a Point of Beginning commence at the Southeast corner of Lot 4, Block 52 of OCEAN BEACH, FLA. ADDITION NO. 3, according to the plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; thence leaving said Southerly lot line S 12° 46' 09" E, for a distance of 20.00 feet to a point on the Northeast corner of Lot 33, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Northerly lot line S 77° 13' 28" W, for a distance of 60.00 feet to a point on the Northwest corner of Lot 32, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence leaving said Northerly lot line, N 12° 46' 09" W, for a distance of 10.00 feet; thence S 77° 13' 28" W, for a distance of 51.70 feet; thence N 12° 46' 09" W, for a distance of 10.00 feet to a point on the Southerly lot line of lot 7, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3; thence along said Southerly lot line N 77° 13' 28" E, for a distance of 111.60 feet to a point on the Southeast corner of Lot 4, Block 52 of the aforementioned OCEAN BEACH, FLA. ADDITION NO. 3, also being the Point of Beginning.

Containing 0.067 acres, more or less.

WASHINGTON AVENUE EXTENSION

A parcel of land lying and being in Section 10, Township 54 South, Range 42 East, Dade County, Florida, and being more particularly described as follows:

For a Point of Beginning commence at the North line of said Section 10, also being the South line of Biscayne Street, at its intersection with the West line of Washington Avenue extended; thence along the West line of Washington Avenue extended bearing S 10° 46' 31" W, for a distance of 660.63 feet, more or less, to the Mean High Water (MHW) line of the Northerly shoreline of the "Government Cut" for the entrance channel of the Miami Harbour; thence S 65° 35' 19" E, along said MHW line for a distance of 26.30 feet; thence leaving said MHW line, N 24° 25' 50" E for a distance of 315.32 feet; thence N 10° 46' 31" E, for a distance of 108.11 feet; thence N 65° 35' 12" W, for a distance of 62.02 feet; thence N 10° 47' 35" E, for a distance of 246.97 feet to a point on the North line of Section 10, also being the South line of Biscayne Street; thence along said North line and South line S 87° 38' 57" W, for a distance of 40.87 feet to the Point of Beginning.

Containing 0.932 acres, more or less.

**CITY OF MIAMI BEACH
NOTICE OF AMENDMENTS TO THE DEVELOPMENT ORDER
FOR THE PORTOFINO DEVELOPMENT OF REGIONAL IMPACT
("PORTOFINO DRI")**



NOTICE OF PUBLIC HEARING

THE CITY OF MIAMI BEACH CITY COMMISSION will hold a public hearing on **WEDNESDAY, July 28, 2004 at 5:15 P.M.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139, or as soon thereafter as this matter can be heard for the purpose of adopting:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE PORTOFINO DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, AS ADOPTED BY CITY OF MIAMI BEACH ORDINANCE NO. 98-3121, PURSUANT TO A NOTIFICATION OF PROPOSED CHANGE (NOC) PROPOSED BY TRG-ALASKA I, LTD AND TRG-ALASKA III, LLC, TO ALLOW: (1) THE FILLING AND BULKHEADING OF THE EXISTING BOAT BASIN ON THE ALASKA PARCEL; AND (2) ADDING APPROXIMATELY 7,200 SQUARE FEET OF LANDS TO THE DRI; FINDING THAT THESE CHANGES DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION PURSUANT TO CHAPTER 380 FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

Inquiries may be directed to the Planning Department at (305) 673-7550. Copies of this ordinance are available for public inspection during normal business hours in the Planning Department, 1700 Convention Center Drive, 2nd Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #276

THE HERALD | SUNDAY, JULY 25, 2004 | 25

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance of The Mayor and City Commission of the City of Miami Beach, Florida, to consider amending the Land Development Regulations of the Code to establish procedures and criteria for the creation of Neighborhood Conservation Districts in appropriate residential areas of the City.

Issue:

Should the City Commission amend the Land Development Regulations to establish procedures and criteria for the creation of Neighborhood Conservation Districts?

Item Summary/Recommendation:

The ordinance establishes the enabling legislation within the Code by which the City can create and administer Neighborhood Conservation Districts (NCD)s. Neighborhood Conservation Districts are overlay districts which have been developed to respond to the disparity that often exists in trying to conserve the meaningful scale and special urban character of existing residential neighborhoods that are not protected by historic district designation, yet are being diminished in their residential quality of life through the introduction of unsympathetic 'as-of-right' redevelopment.

The Administration recommends that the City Commission approve the ordinance on second reading public hearing at a time certain on July 28, 2004.

Advisory Board Recommendation:

The City Commission referred the concept to the Neighborhoods Committee on July 2, 2003 and the draft concept ordinance was discussed by the committee on July, 28, 2003.

The Planning Board heard this matter at public hearings on March 23, 2004, and on April 20, 2004 the Board voted 6-0 (unanimously) to recommend to the City Commission adoption of the enabling ordinance.

The City Commission heard this item on first reading, May 26, 2004 and voted 5-1 (1-absent) to recommend the ordinance for second reading public hearing on July 28, 2004 with prior referral and review by the Land Use and Development Committee on June 7, 2004.

The Land Use and Development Committee reviewed this matter on June 7, 2004 and further revised and clarified the ordinance through public and committee comment.

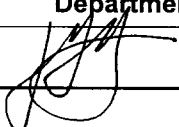
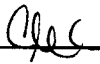
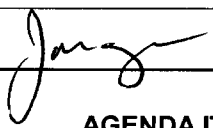
Financial Information:

Source of Funds:		Amount	Account	Approved
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	Total			

City Clerk's Office Legislative Tracking:

Reuben N. Caldwell/ Jorge G. Gomez, Planning Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

AGENDA ITEM R5G
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Second Reading Public Hearing

Subject: NEIGHBORHOOD CONSERVATION DISTRICT ENABLING ORDINANCE

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISHING PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The City Administration recommends that the City Commission approve the enabling ordinance on second reading public hearing.

BACKGROUND:

The City Administration, over the last two years, has been formulating the Neighborhood Conservation District Ordinance as an adaptive response toward maintaining and preserving the scale, character and quality of life of certain neighborhoods that are of considerable interest and value to the City's residential experience. The Neighborhood Conservation District concept was first initiated by the Planning Board in affirming the strategies of the West Avenue / Bay Front District Strategic Plan at its January 22, 2002 meeting. The particular strategy called for an overlay district which could address the broad range of zoning and neighborhood planning issues impacting existing low-scale neighborhoods such as the Lincoln Terrace and 16th Street bay front neighborhood. In formalizing the Neighborhood Conservation District Ordinance, the City Administration has presented the concept to the Historic Preservation Board, Design Review Board and Neighborhoods Committee. Most recently, the Land Use and Development Committee has reviewed the ordinance upon referral at first reading from the City Commission.

ANALYSIS:

In considering an overlay approach for the Lincoln Terrace bay front neighborhood, staff identified the Neighborhood Conservation District model as a desirable new concept being implemented nationally and involving an extremely flexible approach toward protecting those aspects of existing neighborhoods which contribute to the overall scale, character and quality of life of a City. In this regard, the proposed ordinance was selected to enable significant refinement of existing land use regulations, coupled with land use incentives, both focused at the neighborhood level to address the unique development and planning issues facing specific neighborhoods.

In researching the disparate relationship between the *as-built* character of the Lincoln Terrace bay front neighborhood and the current underlying zoning, the City Administration was unable to find a suitable mechanism within the City's Code which could bridge the gap toward achieving consensus between the predominate property owner and surrounding neighborhood interests while effectively maintaining the most desirable fundamental planning principals of this low scale post war modern development. Concurrent to this effort, staff identified similar urban dilemmas beginning to occur in North Beach neighborhoods where a *less than ideal* relationship between *as-built* conditions and significantly more intensive probable future development was becoming apparent.

In trying to achieve a workable medium the Neighborhood Conservation District Ordinance has been drafted with the intent to focus on the most fundamental defining aspects of a neighborhood's positive character. This would be accomplished by further customizing those elements of the zoning code that do not adequately address specific positive neighborhood characteristics already in place. In this regard, NCD designation should be perceived as further *streamlining* land use zoning processes rather than over-regulating because the NCD designation clarifies the specifics of zoning and design criteria at the individual neighborhood level; this would be intended to reduce some of the need for variances to the zoning code while better defining and establishing good neighborhood planning and contextually compatible new construction.

In essence, the ordinance is a response to the disparity that often exists in trying to conserve the meaningful scale and character of existing neighborhoods that are not protected by historic district designation, yet are being diminished in their residential quality of life through the introduction of unsympathetic *as-of-right* redevelopment.

Finally, while NCDs synthesize certain elements toward conserving the historic urban nature of a neighborhood, their overriding purpose is to maintain and enhance the existing residential experience through neighborhood specific development regulations coupled with economic incentives which assist in achieving the intent of the designation. Some potential planning tools to be implemented within an NCD include:

- Neighborhood Specific Zoning Regulations

- Maintain a desirable pedestrian rhythm and scale of the street by preserving the existing character of platting and parcelization through limiting lot assembly and/or limiting building length parallel to the street.

- Define established building setback dimensions which are compatible with existing structures.
 - Define rooftop addition setback dimensions which maintain the integrity of the street wall experience as established through the existing building fabric.
 - Establish building finishes and fenestration standards for infill architecture and major rehabilitations that do not diminish nor contradict the overall design typology of the neighborhood.
- **Neighborhood Plans**
 - A tool of the NCD designation which allows specific streetscape or beautification initiatives to be identified in the individual NCD designation and then implemented through subsequent public and private improvement scenarios.
 - **Façade Easements**
 - This tool is especially useful in neighborhoods where National Register Designation is contemplated or has occurred and selective preservation of certain building and site elements visible from the street may be afforded through a Façade Easement Program.

In conclusion, the City Administration has prepared this protective land use legislation as a mechanism to effectively unify and augment various elements of the neighborhood planning process previously attempted solely through Article III of Chapter 142 entitled, "Overlay Districts". The Neighborhood Conservation District Ordinance further defines the scope of residential neighborhood planning efforts by incorporating tools relating to streetscape, economic incentive and administrative review procedures under one umbrella ordinance thus further *streamlining* the process. In this regard, staff ultimately views this legislation as an appropriate step in the evolution of the City's land development overlay technique whereby an amicable consensus regarding broad interests may be reached in conserving the fundamental positive characteristics of existing neighborhoods.

PLANNING BOARD ACTION

The Planning Board heard this matter at public hearings on March 23, 2004, and on April 20, 2004 the Board voted 6-0 unanimously (1 vacancy) to recommend that the City Commission adopt the Neighborhood Conservation District enabling ordinance.

CITY COMMISSION ACTION

The City Commission heard this item on first reading, May 26, 2004 and voted 5-1 (1 absent) to recommend the ordinance for second reading public hearing on July 28, 2004 with prior referral to the Land Use and Development Committee on June 7, 2004 to discuss whether the ordinance as presented on first reading provided for adequate public involvement.

LAND USE AND DEVELOPMENT COMMITTEE DISCUSSION

The Land Use and Development Committee discussed this matter on June 7, 2004 and through public and committee review of a flow chart delineating the initiation and approval process of Neighborhood Conservation Districts (see attached), the committee generally agreed that with minor refinement and clarification, the process as defined in the enabling ordinance at first reading does involve the substantial public notice and hearings required to achieve adequate neighborhood representation.

FISCAL IMPACT

The ordinance creates the enabling legislation by which the City may adopt and administer individual Neighborhood Conservation Districts and has been developed to function within the existing land development review procedures; refining and “streamlining” when appropriate, certain procedures. Therefore, adverse fiscal impact is not contemplated with the adoption of this ordinance.

CONCLUSION

According to Sec. 118-164, when a request to amend the land development regulations does not change the actual list of permitted, conditional or prohibited uses in a zoning category, the proposed ordinance requires two readings, by title or in full on at least two separate days and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the city. Following the second reading public hearing, the Commission can adopt the ordinance by a 5/7ths vote.

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JMG/CMC/JGG/rnc

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COMPARISON OF LOCAL NEIGHBORHOOD CONSERVATION DISTRICTS AND HISTORIC DISTRICTS

	CONSERVATION DISTRICT	HISTORIC DISTRICT
Purpose	To maintain the architectural character of buildings and conserve the cohesiveness of the neighborhoods by ensuring compatibility of additions and new construction to include scale, massing, shape, orientation, materials, setbacks, and the rhythm of the street.	To preserve neighborhood character and promote appropriate development; to protect areas that have significant historic and architectural merit and a distinct character; to protect structures that contribute to the architectural and cultural heritage of the city; and to ensure that new construction, additions or alterations are appropriate with the scale, character and architecture of the as-built environment.
Benefits	Property value enhancement; neighborhood revitalization; pride of ownership; preservation of unique neighborhood character; compatible new and infill construction; opportunities for local incentives; specialized neighborhood plans	Property value enhancement; neighborhood revitalization; pride of ownership; preservation of unique neighborhood character; avoidance of demolition of significant historic architecture; compatible new and infill construction; opportunities for federal, state and local incentives
Design Review Authority	May require CMB Design Review Board for major projects or staff for minor projects	CMB Historic Preservation Board for major projects or staff for minor projects
Regulated activity	Alteration of exterior and new construction	Demolition, rehabilitation, restoration, alteration of exterior and public interior, and new construction
Demolition of historically significant buildings and/or features	Demolition controls, if any, will be tailored to each individual district depending on intent	Generally prohibited, selective demolition may be considered through special review
Design guidelines	CMB guidelines (special local guidelines may be adopted for each district)	CMB guidelines (special local guidelines may be adopted for each district) and Secretary of the Interior's Standards for Rehabilitation as applicable
Stringency of design guidelines	More lenient	Thorough and comprehensive
Time required for design review	1 - 3 days for minor work; average 2 to 6 months for major work depending on complexity	1 - 3 days for minor work; average 2 to 6 months for major work depending on complexity
20 % federal rehabilitation income tax credit	No	No, however, a local district may be federally registered and certified to qualify
10% federal rehabilitation income tax credit	Yes, if criteria is met	Yes, if criteria is met
Federal income tax charitable deduction for façade easement donation	Yes	Yes
Grants	No	Yes, if criteria is met; rating in review process increases if property eligible for listing in National Register
Ad valorem county property tax exemption	No	Yes, value of improvements exempt if criteria is met
Off-street parking exemptions	Possibly, depending on intent	Parking requirements not mandatory except when adding floor area or new construction
Zoning incentives	Yes, depending on intent	Possible retention of legal non-conforming floor area, setbacks and height
Florida Building Code interpretations	No	Consideration of alternative materials and methods by the Building Official as per the Secretary of Interior's Guidelines to achieve equivalency with requirements
Life Safety Code interpretations	No	Same as Building Code

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Neighborhood Conservation Districts Survey

The survey was conducted to better understand the goals, regulations, public/private involvement and performance of selected Conservation District Programs throughout the nation. This understanding will help guide and evaluate the creation of Philadelphia's Residential Preservation and Revitalization District (RPROD) ordinance.

Seventeen national neighborhood conservation district programs were reviewed and their staff members queried to verify matrix information and to gain general feedback about the districts' performance. These programs were the subject of an earlier update, prepared by the Planning Department of San Jose, of the original matrix produced by the Preservation Coalition of Greater Philadelphia in 1992. The updated matrix is attached. Programs were located as follows:

Atlanta, GA
Austin, TX
Boise, ID
Boston, MA
Cambridge, MA
Dallas, TX
Lincoln, NB
Memphis, TN
Napa, CA
Nashville, TN
Omaha, NB
Phoenix, AZ
Portland, OR
Raleigh, NC
Riverside, CA
Roanoke, VA
San Antonio, TX

In addition to surveying these programs, two recent professional issues papers about Conservation Districts were reviewed. The first is an as-yet unpublished article in the *Preservation Law Reporter* of the National Trust for Historic Preservation, and the second was published in 1998 in *Cultural Resources Partnership Notes* by the Heritage Preservation Services division of the National Center for Cultural Resources Stewardship and Partnerships within the National Park Service.

Very generally, Conservation District programs can be divided into two categories: "historic district-lite" and zoning/land use. Based on these types, the nomination of districts and the enforcement of guidelines are typically handled by a Historical Commission (or a neighborhood-specific review commission that includes knowledgeable City staff) or a Zoning Department, respectively. These two types of programs have in common the goal of encouraging neighborhood involvement and enforcing appropriate growth. They also have in common the involvement of the ultimate reviewing body from the outset of the district's creation. Furthermore, after a public review process, City Councils almost always retain the final word in either an ordinance to create a district or an ordinance to allow an overlay zone.

The "historic district-lite" conservation districts often have nomination criteria and design guidelines that borrow from the National Register nomination process and the Secretary of the Interior's Standards and Guidelines. Although nominations might be initiated by neighborhood organizations facing development/blight/usage-change threats, criteria for a district's actual creation usually stems from the quality and cohesiveness of a district. Design standards information is imparted by knowledgeable City staff members either through the creation and distribution of guidelines for creating Guidelines or through their involvement in the process, however it is usually the neighborhood organization that writes the standards.

These historic district-lite districts are then reviewed against standards that are similar to but more lenient than historic district-type standards, or are divided into contributing and non-contributing buildings. In this second (and much less common) type of district, contributing buildings are reviewed at the same level as historically designated buildings, and non-contributing buildings are reviewed on a more lenient standard. The key difference in this type of "lite" district is that it would not have met the full criteria to be created as, but had elements of, an historic district. Standards and guidelines are usually developed neighborhood by neighborhood.

Departments of Planning are typically involved in these districts only when their Landmarks or Historical Commissions are located within.

The conservation districts that regulate change through zoning are typically concerned with preventing wholesale demolition of properties, preserving the use character (residential, small commercial, etc.) of a neighborhood, and maintaining a certain scale of allowable construction. These are sometimes, but not frequently, enhanced by other overlay districts that regulate design. Some are regulated by the zoning overlay, and require a non-binding design review. These zoning overlay districts may be formed at the initiation of a neighborhood, and are frequently created as an implementation tool for Comprehensive Neighborhood Plans written by Planning Departments.

Questions about RPROD

Neighborhood Conservation District Matrix
Updated 8/02

City	Date Enacted	Who administers	Activities regulated	Criteria	Nominated by	Majority Required	Design standards/ guidelines	Program Name	Contact Name/ Phone/Email	Notes and comments	Original location
Atlanta, GA	1984	Atlanta Urban Design Commission	Review and comment (comment not binding) on major alterations (pre-permit requirement)	Section 16-20.008	10 neighborhood property owners	No	Based on Secretary of the Interior's Standards	Conservation District	Karen Huebner, ED; Doug Young, Susan Givner 404-330-6200	Working well. A wealthy nbhd. Only demo have been non-nbhd structures, but over-large replacements. Staff overloaded and not allowing any more dist of any type. Also has historic and landmark districts; one cons district because the nbhd wanted the opportunity to comment but didn't want to redo restorations. Others from her's thru comment vs. binding	Pres Coalition study
Austin, TX	1998	Director of Planning, Nbrd planning & zoning	Use, site development standards - review and comment (not binding)	Distinctive architectural styles, >30 years old.	Neighborhood Planning & Zoning Department, with assistance by HP staff (in different department - Transportation Planning and Sustainability Department)	No	Design guidelines part of the neighborhood plan - advisory. Guidelines are for residential, regarding existing character and architectural features.	Neighborhood Plan Combining District	Ricardo Solis 512-974-3324	Planning creates nbhd land use plan and NPCD is implementation tool. Priority areas with urban core is divided into 54 planning areas. Depending on that fiscal year's priority, will work on 4-6 neighborhood plans. Just now going through process of establishing historic districts. Bad job, dist.	San Jose Planning study
Boise, ID	2001	Depends on ordinance adopted for each separate neighborhood	New construction, major alterations, additions.	Identifiable attribute in architecture, use, geography	City council. One resident, planning commission or staff may start process - after that, a regular zoning change (public hearing at Planning Commission & City Council)	Not of nbhd, but of Council	No	Neighborhood Conservation District	Hai Simmens 208-384-3853	Have one district, created to disallow surface parking and support residential historic district. Also, historic district must replace homes with homes. Ease zoning has design review overlay separate design review overlay reviewed by a special Design Review Commission, staffed within Planning Department (started before conservation districts).	San Jose Planning study
Boston, MA	1878	Landmarks Commission	Major alterations - design review. Activities regulated in CDR are identical to those in DCR, but are given greater latitude.	Distinctive historical, social, cultural, architectural, or aesthetic	10 registered Boston voters; Mayor, Historical Commission	No	Yes for each conservation district	Architectural Conservation District	Michael Cannizzo, Staff Architect 617-635-3860	The Landmarks Commission was formed in 1878 to handle both Historic and Conservation districts.	San Jose Planning study/ Pres Coalition
Cambridge, MA	1983	Neighborhood Com. District Commissions; nominations to serve on task force w/ certain prof quals, appointed by City Manager. Several dist recommend that 1 member be from HC for experience.	New construction, demo, additions, alterations - different for each (1st didn't review alterations originally but later amended to do so.) Some are advisory and some are binding based on size of project, recog signif, extent of demo - specific guidelines about each type.	City-wide significance	10 voters or HC starts + study of merits (significance, set up same as Landmark designation)	City Council approval, no may appt necessary	Yes - for each CD with exemptions; study committee created by City Manager to work with HC staff to develop a & g	Neighborhood Conservation Districts	Sally Zimmerman (617) 348-4883 www.ci.cambridge.ma.us/~HistoricDistricts.html	Spoke to Sarah Burke. Have 1 district admin by HC - last designated public felt more comfortable not residential mostly commercial and had several individualy deisg, the rest are admin by nbhd (4 others)	Pres Coalition
Dallas, TX	1988 (HP ordinance around around since late 80s)	Planning & Development Department (within Preservation Division)	New construction, major alterations, demolitions, land use, like hist. dist. but more lenient	Distinctive character, stability, no age	50% of property owners; City facilitates meetings	Yes	Yes; residents determine with staff assistance	Conservation District	Nathaniel Barnett 214/870-3620 www.dallascityhall.com	Residents write the standards and guidelines and may choose to ignore staff input; however staff admin ordinance without guidelines	San Jose Planning study/ Pres Coalition
Uncon, NB	1988	Building code officials, Zoning Board	New construction	Maintenance, residential, 50%, 55+ years	Nbhd	50% protest	Uniform for all	Residential Conservation District	Ed Zimmer, Preservation Planner 402/444-5360	left message	Pres Coalition

Neighborhood Conservation District Matrix
Updated 8/02

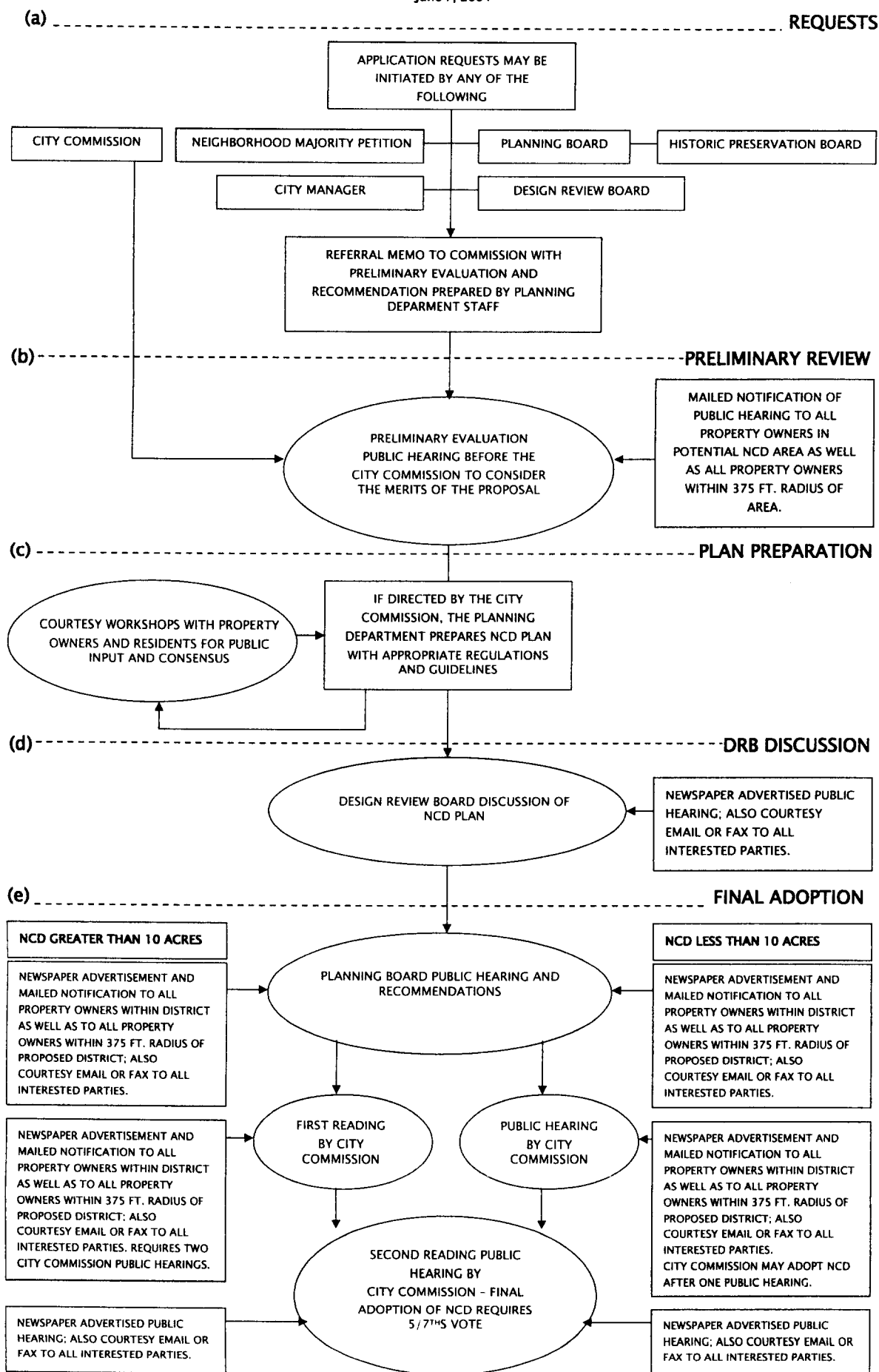
City	Date Enacted	Who administers	Activities regulated	Criteria	Nominating by	Majority threshold	Design standards/ guidelines	Program Name	Contact Name/ Phone/Address	Notes and comments	Original location
Memphis, TN	1988	Landmarks Commission	New construction, demo, additions. Only difference from historic district is lack of review of alterations	Loosely based on Sec'y of Int of same categories, but looser	Recommend a preliminary set of design guidelines that nbhd has created, maybe with Landmarks Commission if they choose; nbhd has a public mtg of notices with certain information about boundaries; submitted by application to LC and LC notifies; if LC passes, goes to Land Use Board; then Council; then Council who notifies owners. 65-70% can go through with 51%. Had one district that had % of respondents rather than owners and its a problem.	No	Yes - for each CD developed by a Committee of people including a neighborhood architect or builder; given street information by LC about S & G.	Historic Conservation District	Nancy Jane Baker 901-574-1170 1000 1/2 Main St. Suite 100 n.j.baker@cityofmemphistn.gov www.cityofmemphistn.gov/njdcd	Has historic preservation and historic conservation (demo, new construction, alterations, additions & garages/apartments). Forces a review of historic district. A no design review for alterations; one had 250 vacant properties created by DOT for a failed highway; answer to developer who wanted to build big apartment houses. 2nd part being upgraded to preservation zoning. Initiated by nbhd.	Pres Coalition
Napa, CA	1998	Cultural Heritage Commission, Planning Commission	New construction, demo, alterations, additions	Familiar visual features, cohesiveness in design.	Cultural Heritage Commission	No	Standards in ordinance, specific as to avoid interpretation problems	Neighborhood Conservation Ordinance	Bob Hanna, HPO 707-251-4930		San Jose Planning study
Nashville, TN	1985	Metropolitan Historic Zoning Commission	Metropolitan Historic Zoning Commission	New construction, addition of habitable space, demo, relocation	Interested group or person or member of the Metropolitan Council	Very political, must be approved thru council, so typically a 2/3 majority desired	Unique but similar for each district	Neighborhood Conservation Overlay (each is called a neighborhood conservation district)	Tim Walker 615-862-7870		San Jose Planning study/Pres Coalition
Omaha, NB	1987	Zoning Board (within Planning Department)	Land use	Buildings older than 25 years, other a nbhd Comp Plan created (not a requirement for historic)	Majority of owners, planning bd, City Council	No, majority at time of initiation only	Created by Planning Dept with neighborhood input	Neighborhood Conservation District Overlay	Lynn Meyer 402-444-5208	Conservation districts have not really been used, probably because of process. 1% initiated by 31% of owners (historic district). Have only one district. Purpose to provide a protection for nbhd not qualified to be historic nbhd.	Pres Coalition
Phoenix, AZ	1978	Planning	New construction (for height, bulk, setback) - use, more zoning than design. Have an HP ordinance	Neighborhood self-selecting, usually in response to a threat	50% of land owners, planning committee, City Council. Planning survey is conducted; 70% of respondents must agree.	Yes	Written by neighborhood with Planning help.	Special Conservation District	Jan Heimaker 602-282-7131		Pres Coalition
Portland, OR	1976	Historical Preservation Program; Bureau of Planning split into 2 groups a few years ago Current (Office of Planning & Development Review) Current Planning Historic Landmarks Commission with 2 functions quasi-judicial review (implementing regulations design, designation, demo review) and legislative in Bureau of Planning (long range one) (determining what regulations should apply to historic resources in city, etc.)	Same as historic but looser	Significance, stability, community interest	In 1983, done as part of Community Plan without owner consent. Area at time blighted and a lot of properties going into disrepair; growth/demo anticipated and control desired.	Yes (see notes and comments)	Design review vs. conservation. Hist. Sec'y of Int when District don't have specialized design guidelines. A number of districts do, developed by city staff with public outreach or in partnership with a consultant office. Cons-by state law must have a 2-track system. 1st track, most popular, is objective standard where discretionary review not required. 2nd track, based on Community Design Guidelines (Sec'y of Interior Standards help)	"Plan districts"	Cale (Shale) Lulino 503-523-6879 503-523-6879 www.cityofportland.or.us Bureau of Planning Title 33, Chapter 445 & 446	Conservation districts have proven to be more hassle than they're worth; the difference between the two is confusing. When conservation districts created in 1983, didn't have owner consent rule. Didn't do conservation districts anymore because of a 1995 state senate bill that required 100% owner consent.	San Jose Planning study/ Pres Coalition

Neighborhood Conservation District Matrix
Updated 8/02

City	Date Enacted	Who administers	Activities regulated	Criteria	Nominated by	Majority Required	Design standards/ guidelines	Program Name	Contact Name/ Phone/Website	Notes and comments	Original Jurisdiction
Raleigh, NC	1988	Zoning Board	New construction	Older than 25 years, larger than 15 acres, 75% or less developed	Upon property owners request, Planning, or City Council. Nbd task force created to advise planners - which dissolves at point of public hearing on developed nbd plan	Yes	No	Neighborhood Conservation Overlay District	Todd 919-990-3125 http://www.raleigh-nc.org/planning/CPN/neighborhood2.htm	Left message	Prest Coalition
Riverside, CA	1986	Staff of Cultural Heritage Board, within Planning Department	Same as historic for contributing resources, contribute review less strict. Considered a level of hist. design	Lighter review criteria than historic; not context. Similar visual city features, cohesiveness of design.	Usually by nbhd, w/ public hearing process at Cultural Heritage Board and City Council	Not required but sought by Council	Standard design guidelines, not by district	Neighborhood conservation areas	Janel Hansen, Cultural Resources Specialist 909-828-5463	Certificate of appropriateness	San Jose Planning study
Roanoke, VA	1987	ARB, Zoning Board	New construction, demo, additions	same as historic	City Council	No	Optional for each	Neighborhood Preservation District	?		Prest Coalition
San Antonio, TX	2000	Pre-permit approval requirement, review by Planning; not as complicated as an historic district has 4 days. Not subject to interpretation	New construction, demo, addition, alterations	Neighborhood define criteria	Neighborhoods apply to Planning Department with boundary justification; had 10-12 apply at board. Have a core neighborhood planning team on staff.	If mentioned in neighborhood plan, don't need 51%, if a nbhd org nominates, then need 51%	Neighborhood with staff assistance writes guidelines	Neighborhood Conservation District	Christine Vina 207-7815	Haven't completed any yet. Some are looking for zoning changes, but this is not the case. Christine Vina wrote the enabling legislation and has been working on the past 5 districts. Have historic districts. Spoke with Carol Haywood 7385.	Austin, TX mentioned this program

PROCEDURES FOR ADOPTION OF A NEIGHBORHOOD CONSERVATION DISTRICT

Updated from Land Use and Development Committee Meeting
June 7, 2004



ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISHING PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach is distinguished by its rich collective experience of residential neighborhoods; and

WHEREAS, the scale, character and quality of life in the neighborhoods of Miami Beach must be continually nurtured and safeguarded for future generations; and

WHEREAS, the City Commission has deemed it appropriate for the public health, safety and welfare of the City through the Future Land Use Section of the Comprehensive Plan to maintain and enhance the special character of residential neighborhoods of the City; and

WHEREAS, the City of Miami Beach Planning Department has identified the "Neighborhood Conservation District" designation as an appropriate land development overlay tool in further achieving this objective; and

WHEREAS, the "Neighborhood Conservation District" enabling ordinance, will be recognized in the City Code through the Land Development Regulations and incentive programs; and

WHEREAS, the amendments as set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. Chapter 118 of the Land Development Regulations of the Code of the City of Miami Beach, Florida, is hereby amended by creating within "Administration and Review Procedures," a new Article XI, entitled "Neighborhood Conservation Districts", as follows:

ARTICLE XI. NEIGHBORHOOD CONSERVATION DISTRICTS (NCD)

Sec. 118-701. Intent.

A Neighborhood Conservation District (NCD) is a protective land use tool that provides criteria and a mechanism to be implemented when desired for the maintenance of neighborhood characteristics. It is an umbrella land use designation overlay that will allow for the tailoring of a master plan and/or design guidelines for any specifically defined area that meets the criteria listed in Section 118-704. *Qualification.*

The master plan and/or design guidelines can, among other things, include additional overlay zoning, site, architectural and landscape guidelines, conservation and preservation strategies, streamlining of development review processes, community development strategies, and incentive programs.

It is further intended that such districts and the regulations adopted for them shall be consistent with, and promote the policies set out in, the Miami Beach Comprehensive Plan and other officially adopted plans and regulations in accordance therewith.

Sec. 118-702. Objective.

The purpose of creating a Neighborhood Conservation District (NCD) is to:

- (a) Provide a land-use or zoning tool to conserve established neighborhood scale and character and to promote compatible development through the sensible regulation of new construction and major alterations/additions to existing buildings. A NCD can also serve to implement a neighborhood plan and serve as a catalyst for the rehabilitation of existing buildings.
- (b) Protect neighborhoods or districts that have significant architectural and historic merit and a distinct character but do not qualify for, or have not yet received, historic designation.
- (c) Protect structures that contribute to the urban architectural heritage of the city but may not have received historic designation. Valuable buildings in the district that meet certain criteria may be subject to further review prior to receiving a demolition permit.

Sec. 118-703. Effect of district establishment.

NCD districts may either:

(a) Supplement underlying and overlay zoning districts or portions of such zoning districts otherwise applicable to the land included in a particular NCD district; or

(b) Have the effect of modifying requirements, regulations, and procedures applying to the extent indicated in the particular NCD amendment.

Sec. 118-704. Qualification.

In order for a NCD to be officially designated, the area must satisfy one (1) of the following five (5) criteria:

(a) A special urban scale and context, or historic or architectural character present in the defined area;

(b) Natural or historic landscape features such as water features, golf course and/ or open space areas, public or private landscape themes prevalent in the area;

(c) Specialized commerce. For example, a concentration of residential office, gallery or design districts, or specific economic development objectives;

(d) A unique development plan that is specifically noteworthy for its design concept and because it serves the community in some qualitative way; or

(e) Other cultural or significant features such as monuments, notable infrastructure improvements, or special public amenities that directly contribute to the aesthetic character and quality of life of a community.

When an area is determined to meet the necessary criteria for a NCD, the objectives for the community need to be defined so a master plan and/or design guidelines can be developed.

Sec. 118-705. Procedures for adoption of specific NCD Overlay Districts

(a) Requests for NCD Overlay Districts

(1) Requests for the creation of NCD districts may be initiated by a majority of the neighborhood residents and/or property owners, the Planning Board, the Design Review Board, the Historic Preservation Board, the City Manager or the City Commission.

(2) Proposals for NCD Overlay Districts shall include a completed application form available from the Planning Department. Such proposals shall include a location map showing the general boundaries of the proposed district as well as a general statement of its purpose and intent.

(3) Fees for requests shall be as follows:

(a) A request initiated by any entity other than the city commission, a city board or other city official as set out in subsection 118-705(a)(1) for district designation shall include an application fee as provided in Appendix (A).

(b) Preliminary Review

(1) Upon receipt of a completed application, and fees if applicable, the Planning Department shall prepare a preliminary evaluation and recommendation and schedule a referral request before the City Commission, unless such request is initiated by the City Commission. The City Commission may hold a preliminary public hearing to consider the merits of the proposed NCD.

(2) If a preliminary public hearing is scheduled, notification of the public hearing shall be advertised in accordance with Section 118-164(2) (b) regardless of acreage and, in addition, all property owners within the proposed district as well as within a 375 ft. radius of the proposed district shall be notified by individual mail notice with a description prepared in plain English, and postmarked not less than (15) days in advance of the hearing.

(3) If the City Commission chooses to continue the NCD process, it shall direct the Planning Department to prepare a draft Neighborhood Conservation District Plan and Development Regulations in collaboration with the property owners from the neighborhood.

(c) Preparation of NCD Plan and Development Regulations

The Planning Department draft NCD Plan and Development Regulations shall include the following information:

(1) A statement of intent, specifying the nature of the special district and substantial public interests involved and the objectives to be promoted by special regulations and/or procedures within the district as a whole, or within sub-areas of the district, if division into such sub-areas is reasonably necessary for achievement of regulatory purposes.

(2) The boundaries of the NCD district and any sub-areas established within the district for purposes of NCD regulations.

(3) The proposed zoning indicated by the NCD prefix and a number identifying the particular district, as for example NCD-1, together with whatever other identification appears appropriate.

- (4) The zoning designations of all portions of underlying districts and regulations, if any, which will remain after NCD zoning is superimposed. Where it is proposed to change the boundaries or zoning designation of remaining underlying districts affected in the same action by which NCD zoning is applied, the map shall show the nature and location of such change.
- (5) The regulations for the NCD Overlay, shall be designed to promote the special purposes of the district and shall be appropriate to the neighborhood as set out in the statement of intent. Such regulations may include, but are not limited to, zoning, design guidelines and procedures for development review and approval.

(d) Discussion and Recommendations by the Design Review Board

- (1) Prior to the City Commission's final adoption of an NCD, the Design Review Board shall discuss and make advisory recommendations on the proposed district to the City Commission.
- (2) Notification of this public meeting shall be advertised in a newspaper of general circulation at least 15 days prior to the meeting.

(e) Final adoption of NCD Overlay Districts

Adoption of NCD Overlay districts and accompanying regulations shall be by the same procedures as for amendments to the Code generally, as set forth in Article III of Chapter 118 of these Land Development Regulations except that regardless of acreage, all property owners within the proposed district as well as within a 375 ft. radius of the proposed district shall be notified by individual mail notice with a description prepared in plain English, and postmarked not less than (30) days in advance of the first public hearing. Each individual NCD overlay district shall be codified in Chapter 142, Article III, Overlay Districts, of the Land Development Regulations of the Code.

Sec. 118-706. Administering NCD Overlay Districts

New construction, additions and alterations to existing structures within any NCD district will require that a Certificate Of Compliance (COC) be granted in writing in advance from the Design Review Board (DRB), or staff to the Board, in accordance with COC regulations and guidelines as specified through individual NCD designation. A DRB approved COC may be required for major demolition as defined by the pertinent NCD designation. The COC must be granted before the owner applies for a building permit.

Sec.118-707. Repeal of or modification to an NCD Overlay District

Repeal of or modification to a NCD Overlay District shall be by ordinance and

pursuant to City Code Chapter 118, Article III, Amendment Procedures.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

PLANNING DIRECTOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


CITY ATTORNEY


DATE

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 28, 2004, at the times listed below**, to consider the following:

At 10:15 a.m.:

AN ORDINANCE AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE, ENTITLED "HUMAN RELATIONS," BY ADDING AN ARTICLE IV THEREOF ENTITLED "REGISTERED DOMESTIC PARTNERSHIPS" WHICH PROVIDES FOR REGISTERED DOMESTIC PARTNERSHIPS AND SETS FORTH THE RIGHTS AND LEGAL EFFECTS OF SUCH PARTNERSHIPS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Capital Improvement Projects at (305) 673-7071.

at 5:30 p.m.:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," BY ADOPTING ARTICLE XI, "NEIGHBORHOOD CONSERVATION DISTRICTS," ESTABLISH PROCEDURES AND CRITERIA FOR THE CREATION OF NEIGHBORHOOD CONSERVATION DISTRICTS; PROVIDING FOR AN INTENT STATEMENT, QUALIFICATION CRITERIA, AND PROCEDURES FOR CREATING AND MODIFYING SUCH DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service)

(Ad #0269)

R7

RESOLUTIONS

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving a Settlement Agreement by and among East Coastline Development, LTD., Westside Partners, LTD., and other entities collectively known as The "Portofino Entities," and certain successors in interest that are part of the Related Group of Florida, known as the "Related Entities," and the City of Miami Beach and the Miami Beach Redevelopment Agency, concerning litigation over certain parcels in the South Pointe area of Miami Beach known as the Alaska Parcel, Goodman Terrace, the Hinson Parcel, Blocks 51, 52 and Block 1, and including a portion of the Federal Triangle, and authorizing the Mayor and City Clerk to execute such Agreement, and the taking of necessary and appropriate steps for the implementation thereof.

Issue:

Shall the Mayor and City Commission adopt the resolution authorizing execution of the Settlement Agreement, approving the Concept Plan, in settlement of litigation?

Item Summary/Recommendation:

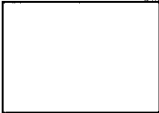
The attached Resolution contemplates the approval of a Settlement Agreement, which the Administration and City Attorney's Office have negotiated, subject to certain approvals, based upon the Term Sheet and the attached Concept Plan. In today's agenda, consistent with the Concept Plan, there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement.

The Concept Plan for the Alaska/Goodman/Hinson parcels and Blocks 1, 51 and 52 is attached and will set forth the framework and govern certain elements pertaining to the future development of the parcels. The Settlement Agreement also addresses: Conditions of Approval; Conveyance of Alaska; Conveyance of the Federal Triangle; Boat Basin; Baywalk & Seawall; Washington Avenue Extension; Block 51; Block 1; Deceleration Lane; City Garage or other Public Facility; and South Easement Area.

Advisory Board Recommendation:

Design Review Board – June 15, 2004 – Approval
Planning Board – June 22, 2004 - Approval


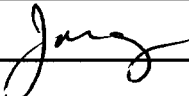
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM R7A
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BY AND AMONG EAST COASTLINE DEVELOPMENT, LTD., WESTSIDE PARTNERS, LTD., AND OTHER ENTITIES COLLECTIVELY KNOWN AS THE "PORTOFINO ENTITIES," AND CERTAIN SUCCESSORS IN INTEREST THAT ARE PART OF THE RELATED GROUP OF FLORIDA, KNOWN AS THE "RELATED ENTITIES," AND THE CITY OF MIAMI BEACH AND THE MIAMI BEACH REDEVELOPMENT AGENCY, CONCERNING LITIGATION OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH KNOWN AS THE ALASKA PARCEL, GOODMAN TERRACE, THE HINSON PARCEL, BLOCKS 51, 52 AND BLOCK 1, AND INCLUDING A PORTION OF THE FEDERAL TRIANGLE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AGREEMENT, AND THE TAKING OF NECESSARY AND APPROPRIATE STEPS FOR THE IMPLEMENTATION THEREOF.**

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others (collectively "the Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Florida Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM. Some of the properties at issue in the litigation have been conveyed to one or more companies that are part of The Related Group (the "Related Entities").

The Mayor and City Commission have heretofore approved a "Term Sheet," settling in concept the above litigation, by Resolution No.2004-25509, adopted on February 25, 2004 and finalized on March 8, 2004 (copy attached). Pursuant to the Term Sheet, the Related Entities and Portofino Entities have participated in a collaborative process including neighborhood residents and representatives, City staff, and consultant Alex Cooper, to prepare a Concept Plan to implement the settlement terms. On May 26, 2004, the City Commission referred the Concept Plan to the Design Review Board and Planning Board,

for review and recommendation. The City Commission further authorized the Administration to execute owner affidavits for those applications filed pursuant to the Term Sheet that involve City-owned land.

The attached Resolution contemplates the approval of a Settlement Agreement, which the Administration and City Attorney's Office have negotiated, subject to certain approvals, based upon the Term Sheet and the attached Concept Plan. In today's agenda, consistent with the Concept Plan, there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement.

Additionally, as directed on May 26, 2004 by the City Commission, the Planning Board and the Design Review Board have reviewed the settlement and have provided the following comments to the City Commission relative to the Concept Plan and accompanying Land Development Regulation amendments, and unanimously recommended approval of the settlement.

PLANNING BOARD ACTION

The Board reviewed the items related to the Portofino-Related settlement agreement on June 22, 2004 and had the following comments:

Summary of Board Comments:

- Allowing upzoning with a trade of land is in the best interest of the City and mitigates the density increase in other places.
- Concerned about the height of Block 1 as it creates an inconsistency with the rest of the neighborhood. The massing should be at Collins and South Pointe Drive and not distributed throughout the entire block.
- Boat basin – filling or leaving as is needs to be looked at again when there is a cohesive plan for the park.
- With respect to commercial uses, there is an anomaly at the base of Portofino Tower if nothing else happens. Some consideration should be given to placing a transitional element at the corner of South Pointe and Alton Road.
- The pedestrian access to the waterfront through Murano should be enhanced to work more like a public access and not a private road.
- There should be a transitional use between the pedestal and the park. Residential uses are preferred. Would like to see limited concessionary uses in the park.
- Park uses should not be micromanaged. Important to realize the land trade; there should not be large scale commercial uses in the park.
- When the park design and its programmatic uses have been developed, the plan should be brought back to the Planning Board for review.

Points of consensus:

- Importance of land swap to create bigger corridor next to basin.
- Need to redistribute heights and FAR in Block 1 and deal with open court regulations. The open courtyards in concept plan do not enhance the design of structures.
- City's use of development rights at the park's edge should be limited to civic uses and perhaps very limited concessions that are accessory to park uses (rest rooms, roller blade rental, water).
- Need for some transitional element between pedestal and the park.

Points of less unanimity:

- Re-consider distribution of uses on Block 51, in particular uses on Commerce Street, massing and revisiting open court regulations.
- Limited commercial uses along South Pointe Drive on Goodman/Hinson.

Individual concerns:

- Closing alley on Block 1.
- Public access from Alton Road to the park.
- Commercial development on Block 52.

Motion: Summarize comments, create a model that shows massing of the concept plan and recommend approval of proposed settlement agreement. Unanimously approved 5-0.

DESIGN REVIEW BOARD COMMENTS

The following is a summary of the comments given by the Design Review Board at the June 15, 2004 meeting regarding the South Pointe Concept Master Plan.

Regarding the City's portion of the Alaska Parcel:

- All members were strongly opposed to filling in the Boat Basin.
- The Boat Basin is a valuable amenity.
- There was a strong consensus against commercial development.
- Available space should be used for a park and green space amenities.

Regarding the developer's portion:

- Residential uses are preferred, with the exception of an accessory restaurant.
- The placement of residential uses on the south side of the parking structure on the Alaska Parcel facing the park is not desirable.
- Architectural development of the parking garage elevations is the preferred method to screen the parking on the Alaska Parcel.

- The safety of the public must be addressed regarding the dead end alley which will be created on Block 1.
- The vehicular bridge connection created on Block 51 is not desirable.

City Commission Action – July 7, 2004

On July 7, 2004, the City Commission discussed the proposed Settlement Agreement, reviewed the actual model that shows the massing of the concept plan and provided the following comments and direction relative to the proposed Concept Plan:

1. Issue: Remove residential on Alaska from MR in proposed zoning ordinance
Action: Amend LDRS and Comp. Plan text to remove “residential”
2. Issue: Options for Related’s 9000 +/- sf (buildable sq. ft.) from Alaska
Action: City Commission approved Option 2 which transfers the 9,000 \pm sf from the commercial SE corner of the pedestal and places it within the residential tower on Goodman and Hinson and Related will deed an additional 7,100 sf of Alaska to the City.
3. Issue: Massing and height on Block 1; Discussion on potential transfer of density from the northern half of Block 1 to the Southern half of Block 1, and moving FAR to SW corner of Block 1, thereby impacting potential height of structure and increasing it from 75 feet to almost 150 feet.
Action: This issue was referred back to the collaborative neighborhood planning process for further discussion.
4. Issue: Eliminate courtyards for Block 1, 51, 52 (Section 142-699 (c))
Action: City Commission agreed.
5. Issue: Residential or Commercial on Ground Floor of Block 51 and Block 1
Action: This issue was referred back to the collaborative neighborhood planning process for further discussion.
6. Issue: Cladding of pedestal/garage – Time RFP to allow construction of City improvements by Related during its staging.
Action: This issue will be discussed as part of the planning process involved in the South Pointe Park RFQ and the City will negotiate timeframe with developer regarding the submittal of a concept plan for developer to construct certain improvements.

Summary of Collaborative Planning Process relative to Concept Plan:

As provided for in the Term Sheet approved by the parties on February 25, 2004, and finalized on March 8, 2004, the Concept Plan was to be developed in coordination and collaboration with Neighborhood Representatives. Meetings were held with the Developer and Neighborhood Representatives on March 31, April 7, May 20, June 14, 22, 28 and July

12, 2004, in addition to public review at the Design Review Board on June 15, 2004 and at the Planning Board on June 22, 2004.

As initially reported on July 7, 2004 to the City Commission, and based on further input received on July 12, 2004 at the Collaborative Planning Meeting, the Concept Plan has been further revised and reflects the following:

Goodman/Hinson/Alaska:

A rounded footprint of the tower and pedestal to be constructed on Goodman/Hinson/Alaska, that allows for an expanded setback of 70 feet from and retention of the boat basin.

At the July 7, 2004 meeting, the Commission addressed the two options described below and approved (b), which was described during the meeting as Option #2:

- a) the Developer retains the 9,500 square feet \pm on the Alaska parcel as permitted marine recreational use to be located at the south side of the tower's parking pedestal, deeding the originally contemplated 80,450 sf of the Alaska parcel to the City, or
- b) implement the preferred neighborhood option which is to re-allocate the 9,500 square feet of FAR on Alaska to be included in the developable FAR within the tower to be constructed on Goodman/Hinson as residential use (less sf needed for the pedestal), (resulting in an increase width of 3 ft on each side of the building) i.e. increasing the permitted FAR from 296,000 square feet to 305,500 square feet, without any increase in the height of the proposed building, and thereby eliminating the 9,500 square feet of potential commercial use by the Developer within its retained portion of the Alaska parcel. In this scenario, the Developer would then increase its contribution of land to the City by an additional 7,100 square feet for a total of approximately 87,550 square feet of land to be deeded to the City.

With this option, the City still retains its development rights for approximately 28,000 square feet of FAR within Alaska; such uses to be determined as part of the planning process for the design and development of South Pointe Park.

Block 1, 51 & 52:

As reported on July 7, 2004, the DRB and Planning Board also commented on massing concerns on Block 1 and Block 51 and they discussed the activation of the ground floor (or facades) facing Commerce Street on Block 51 and Collins Avenue on Block 1. The neighborhood sentiment is to limit any further commercialization of the area.

As reported above, on July 7th the City Commission referred back to the collaborative neighborhood planning process for further discussion, the massing on Block 1 and the activation of the ground floor space on Block 51 and Block 1.

At a July 12, 2004 meeting, Neighborhood Representatives participating in the Collaborative process, provided the following comments:

- Height on Block 1 – it was unanimously preferred to maintain the maximum height at 75 feet.
- Commercial uses on the ground floor of Block 1 and 51. The stated preference of the residents participating in the Collaborative process was not to have any retail uses on the ground floor by a very slight majority (7-6).
- A secondary position was to allow commercial uses in the following areas – Block 1, facing South Pointe Drive; Block 51, from Washington Avenue up to the residential entrance on South Pointe Drive (approximately 2/3 of the way to Alton Road).

As a result, the recommended Concept Plan reflects the following changes as a result of the collaborative planning process:

Massing on Block 1

Recommended Action: The Concept Plan reflects the terms of the original agreement which provides for the Height limit to not exceed 40 ft. fronting the street (actual concept plan reflects approximately a 30 ft. height fronting the street) and stepping up to 75 ft for that portion of the structure that provides a 20 ft. setback, above the 40 ft height, from the property line.

Commercial Uses/Activation of Ground Floor on Block 1 and Block 51

Recommended Action: The Concept Plan reflects retail/commercial uses fronting South Pointe Drive on Block 1 and on Block 51 fronting South Pointe Drive, from Washington Avenue to the residential entrance on that block face. This allows for a continuation of these uses as they currently exist at the base of Portofino Tower and the Joe's Stone Crab Restaurant and the commercial uses planned for in the Continuum project, east of Washington Avenue along South Pointe Drive. Service delivery access was a prime concern of area residents and will be addressed during Design Review process to assure minimal impacts on the street and arising from commercial deliveries.

SETTLEMENT AGREEMENT TERMS:

The Settlement Agreement specifically provides for the following:

Conditions of Approval: Final Approvals will be deemed to have been granted once all development approvals have been obtained and are no longer subject to appeals, but in no event later than December 24, 2004. The Concept Plan must be approved by September 30, 2004, and the Development Approvals granted no later than October 15, 2004. Each of these dates provides a termination date for the parties if not satisfied. Each of these dates may be extended by Portofino and Related.

Conveyance of Alaska: The Developer will deed approximately 87,550 sf of Alaska to the City, based upon the City Commission's acceptance of the Option 2 scenario described above. The Developer will retain a construction staging easement and a 15 foot maintenance easement and underground encroachment easement. The City will obtain a cladding easement permitting the City to berm up to and landscape the southern façade of the Developer's parking pedestal and/or connect any desired public improvement, an underground encroachment easement and a \$10,000,000 title policy. The City has the right, but must absorb the cost, to remove temporary cladding on the southern façade of the pedestal if it wants to construct improvements attached to the pedestal.

Furthermore, the Settlement Agreement provides that the City's use of the Alaska Property shall be limited to uses permitted by the "MR" (Marine Recreation) zoning category as it exists on the date of approval of this Agreement. The City may erect, construct, create and locate such improvements on the Alaska Property and on the Federal Triangle Property, provided the height of such improvements does not exceed the finished floor elevation of the pool deck, as measured from grade, on the roof of the garage to be constructed on the TRG Alaska Assemblage Property.

Conveyance of the Federal Triangle: The original settlement terms contemplated the City deeding approximately 3,150 sf of the Federal Triangle in exchange for the Developer deeding approximately 3,150 sf of additional land from Alaska, subject to Federal Government approval. At this time, based on the Concept Plan, the Developer will only require approximately 450 sf of the Federal Triangle and a like amount will be deeded to the City, which is reflected in the attached Concept Plan. The Settlement Agreement presented on July 7, 2004 provided for "not more than 4,178 sf" of property from the Federal Triangle being deeded in exchange for an equal amount of land from Alaska, to afford the parties the maximum flexibility during the Neighborhood collaborative planning process to finalize the Concept Plan. However, as previously stated, not more than 450 sf will be exchanged based on the attached Concept Plan. Additionally, the Federal Government has preliminarily indicated its favorable consideration of the proposed exchange.

Boat Basin: The original settlement terms contemplated the Parties would evaluate the navigability of the Boat Basin to determine whether it should be retained. At this time, and based upon input during the collaborative planning process, the attached Concept Plan reflects the boat basin being retained and providing a 70 foot set back to the Developer's improvements. The Settlement Agreement still reflects the Developer's affirmative action to pursue approvals to fill in and/or bridge over the existing boat basin and the City's cooperation in connection therewith. Work on the boat basin cannot proceed without the written approval of the City Manager, and along with the Alaska conveyance, Related will convey rights to all boat basin permits.

It is anticipated that any such decision regarding the boat basin will be made at the time of the City undertaking a separate planning process for the design and development of South Pointe Park and the portion of the Alaska parcel deeded to the City.

Baywalk & Seawall: As contemplated in the original settlement terms, the Developer will

construct a baywalk across the waterfront edge of the Alaska and Federal Triangle and Hinson parcels. The City must submit design guidelines within 12 months of the date of this Agreement for said improvements to be constructed no later than the TCO for the tower to be built on Goodman and Hinson or the Developer will provide a performance bond to the City to guarantee completion of the baywalk and seawall work, to be completed within 12 months from the date of permit issuance.

Washington Avenue Extension: As contemplated in the original settlement terms, the Developer will deed approximately 42,000 sf of the Washington Avenue Extension before a building permit is issued for the residential tower to be developed on Goodman/Hinson, subject to a covenant to rebuild for FAR and setback purposes.

Block 51: As contemplated in the original settlement terms, the City will convey the end lots comprising approximately 7,726 sf to the Developer, allow for a bridging over the alley, permit required parking up to 75 spaces for the Shops at Portofino (not to exceed 2.0 FAR), and required parking for the Ramos lots pursuant to a covenant-in-lieu of unity of title.

Block 1: The Development Approvals, in Exhibit C to the Settlement Agreement, and necessary to make the Settlement Agreement effective, include reference to the vacation of Ocean Court south of Lots 4 and 14. A separate agenda item authorizes the conveyance and vacation of the public alley/easement, pursuant to the requirements of Section 82-39 of the City Code, in favor of Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd.

Deceleration Lane: Subject to obtaining the appropriate regulatory approval, the Developer will construct, at its sole cost and expense, a deceleration lane at the south side of I-395 as it intersects with the west side of Alton Road which will provide for (i) an eastbound right-turn lane on Fifth Street at the Alton Road intersection, (ii) dual northbound left-turn lanes on Alton Road at Fifth Street intersection, and (iii) modification of signalization at the Fifth Street/Alton Road intersection to compliment the foregoing turn lanes pursuant to (ii) and (iii) above, as required. Such work will be completed (A) prior to issuance of a final CO for the ICON building if all regulatory approvals and permits are given by no later than October 1, 2004, otherwise (B) within 12 months after the granting of such approvals and permits. The Related Entities shall seek such regulatory approvals in good faith with due diligence.

Concept Plan: The Concept Plan for the Alaska/Goodman/Hinson parcels and Blocks 1, 51 and 52 is attached and as described above. The final approved Concept Plan will be attached to the Settlement Agreement and will set forth the framework and govern certain elements pertaining to the future development of the parcels.

City Garage or other Public Facility: Within 12 months of the date of this Settlement Agreement or 2 months after the issuance of a building permit for the project on Goodman/Hinson parcel, whichever is later, the City may develop and submit to Related a concept plan for public parking and/or other public facilities within South Pointe Park or upon Alaska that the City desires the Developer to construct at its cost, and City expense.

DRI: Within 90 days after issuance of final CO's, the Developer will amend the DRI to reflect the as built status of the properties and release any remaining unused trips attributable and reserved pursuant to the DRI. The original DRI Development Order and agreement for fair share contributions will remain in full force and effect, except as amended by the addition to the DRI of land acquired since the approval of that order.

South Easement Area:

Additionally, the Settlement Agreement includes the Developer's conveyance of the south 100 feet of the 150 foot Easement Property referenced in the 1998 Settlement Agreement, "Grant of Easements", to the City. This property is located within SSDI-North, just north of the Marina property and south of the Murano Grande condominium.

CONCLUSION

The Administration recommends approving the Settlement Agreement substantially on the form attached, subject to approval of legal description by the City Attorney and Public Works Department, and attached Concept Plan by and among East Coastline Development, Ltd., Westside Partners, Ltd., and other entities collectively known as the "Portofino Entities," and certain successors in interest that are part of the Related Group of Florida, known as the "Related Entities," and the City of Miami Beach and the Miami Beach Redevelopment Agency, concerning litigation over certain parcels in the South Pointe area of Miami Beach known as the Alaska parcel, Goodman Terrace, the Hinson parcel, blocks 51, 52 and block 1, and including a portion of the Federal Triangle, and authorizing the Mayor and City Clerk to execute the Agreement and all necessary documents to effectuate the terms of the Settlement.

JMG/CMC/GMH/rar

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**PORTOFINO/RELATED – CITY OF MIAMI BEACH FINAL TERM SHEET
MARCH 8, 2004**

1. Goodman/Hinson/Alaska
 - a. Alaska Zoning remains MR; FAR remains .25; Height limit remains at 40 ft. (for the portion of Alaska retained by the Developer and for the portion of Alaska deeded to the City) and Developer will permit City to clad the Parking Pedestal on the southern façade of the garage with a use chosen by the City.
 - b. Developer will deed to City approximately 80,450 sq. ft. of Alaska (excluding Washington Avenue Extension) as shown on attached map prepared by Cooper, Robertson & Partners.
 - c. Goodman/Hinson zoning remains CPS-3; Amend LDRs to change FAR to permit 296,000 sq. ft. of buildable sq. ft., from approximately 2.5 to 3.1 (subject to final surveys), in this property in the CPS-3 district. FAR prior to downzoning was 3.5 which would have permitted approximately 335,000 SF.
 - d. Tower siting and massing subject to Concept Plan being developed and approved by the parties.
 - e. Developer will provide Street Level Retail fronting South Pointe Drive, subject to concept plan.
 - f. City will modify regulations for MR district or other regulations, or otherwise allow (i.e. covenant in lieu of Unity of Title) required parking on the northern 120' of Alaska adjacent to the southern Goodman/Hinson property line for benefit of Goodman & Hinson Tower.
 - g. The City may elect to proceed with parking garage or some amount of retail servicing the Baywalk on its portion of Alaska, up to .25 FAR, which is approximately 28,000 sq. ft., which may clad the Parking Pedestal. The City and Public may proceed to implement a preferred concept plan such as plan presented by Cooper, Robertson & Partners, to create a unified park (i.e. portion of Alaska deeded to City joined with portion of Washington Avenue Extension and South Pointe Park west of S&W), with other programmed uses.
 - h. Developer may incorporate commercial accessory uses to clad the Parking Pedestal on the east and/or west garage frontages, on its portion of Alaska, the floor area for such commercial accessory use will be limited to .25 FAR, or approximately 9,000 sq. ft. less the floor area required for the Developer's project on its portion of Alaska.
 - i. Height on Goodman/Hinson will not exceed 270 ft. and if concept plan allows, height may be increased to 300 ft.
2. Federal Triangle
 - a. If Developer obtains Federal Government approval, the City will deed to Developer approximately 3,150 sq. ft. of Federal Triangle and the Developer will deed to City approximately 3,150 sq. ft. of Alaska.
 - b. Remaining depth of Federal Triangle land along the water, owned by the City, will be approximately 110 ft. but will be subject to final concept plan.
 - c. Portion of Federal Triangle deeded to Developer will be allowed for parking and cladding
 - d. All conveyances of the Federal Triangle are subject to any and all Federal Government approvals, which Developer will diligently pursue and City will cooperate.
 - e. In the event the City is unable to deed the portion of the Federal Triangle to the Developer, then to facilitate the development, and subject to Federal Government approval,
 - i. there will be no required set-backs from the Federal Triangle onto Goodman/Hinson/Alaska, based on a Covenant in Lieu of Unity of Title, and
 - ii. the Developer will be allowed to drive across the surface with no structure overhead.
3. Baywalk/Boat Basin
 - a. Developer is pursuing permit approval to fill in Boat Basin. If Boat Basin cannot be filled in or bridged over, then an additional 25 ft. set back around the eastern end of the boat basin will be deeded to City to preserve the continuity of the Baywalk. Parties will evaluate the navigability of the Boat Basin.

Exhibit "A"

- b. Developer will construct, at Developer's direct cost and expense, all shoreline restoration work, including filling in or bridging the Boat Basin area, seawall construction and Baywalk improvements and furnishings from South Pointe Park to Murano at Portofino.
4. Washington Avenue Extension
The Washington Avenue Extension (42,000 sq. ft.) will be deeded to the City, at City's option, and if option is exercised, the Washington Avenue Extension Easement Dedication Agreement will terminate subject to a covenant to rebuild for FAR and Setback purposes.
5. Blocks 51/52
 - a. Zoning remains CPS -1; FAR increased from 1.0 to 1.5, which is less than the 2.0 FAR that was in effect prior to down zoning in 1998. Height limit remains 75 feet.
 - b. On Block 51, City agrees to allow Developer to bridge over the alley to access parking on the north side of Block 51.
 - c. City will deed and allows Developer to build on the corner lots the City owns on the south side of Block 51 at an FAR of 1.5.
 - d. Developer shall have right to develop the required parking for Shops at Portofino on Block 51, with a restrictive covenant. This parking will correspond to any increased FAR between 1.5 and 2.0 on Block 51.
6. Block 1
 - a. Zoning remains CPS-1. FAR increased from 1.0 to 2.0, which is the FAR that was in effect prior to the down zoning in 1998. Height limit remains at 40 ft. fronting the street and steps up to 75 ft. for that portion of the structure that provides a 20 ft. setback, above the 40 ft. height, from the property line.
 - b. Retail and/or residential will be built fronting Ocean Drive and parking will be built fronting Collins Avenue. Building and parking will be subject to Concept Plan being developed and approved by the parties.
 - c. In order for more efficient parking structure and/or potential open space, the City will vacate the southern portion of the alley and may evaluate vacating the entire alley, subject to agreement by any 3rd party owners, which will be counted and included as part of Developers development rights at 2.0 FAR.
7. Sequencing & Miscellaneous
 - a. All land areas specified herein are subject to verification by a current, accurate survey.
 - b. Upon completion of all improvements on Block 51, 52, Goodman/Hinson, and Alaska Developer will amend DRI to reflect as built condition.
 - c. If excess parking for the Public proves feasible (which will not count against Developer FAR) within any of the aforementioned parking structures, Developer will construct such Public Parking at Developer cost and City expense.
 - d. Concept Plan will be developed in coordination and collaboration with Neighborhood representatives.
8. Other Developer Obligations, at Developer's sole cost and expense
 - a. Developer will construct the deceleration lane at 5th & Alton.
 - b. Developer will pay for the cost of City's consultant to develop Concept Plan reflecting agreement of parties.
9. Other Developer Obligations, at City's sole cost and expense
Developer will design build, at Developer's direct cost and at City's expense, City Improvements (TBD) utilizing Developer's architect, to be constructed concurrently with the tower to be constructed on Goodman/Hinson, including without limitation, a garage in the park or improvements on Alaska.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT BY AND AMONG EAST COASTLINE DEVELOPMENT, LTD., WESTSIDE PARTNERS, LTD., AND OTHER ENTITIES COLLECTIVELY KNOWN AS THE “PORTOFINO ENTITIES,” AND CERTAIN SUCCESSORS IN INTEREST THAT ARE PART OF THE RELATED GROUP OF FLORIDA, KNOWN AS THE “RELATED ENTITIES,” AND THE CITY OF MIAMI BEACH AND THE MIAMI BEACH REDEVELOPMENT AGENCY, CONCERNING LITIGATION OVER CERTAIN PARCELS IN THE SOUTH POINTE AREA OF MIAMI BEACH KNOWN AS THE ALASKA PARCEL, GOODMAN TERRACE, THE HINSON PARCEL, BLOCKS 51, 52 AND BLOCK 1, AND INCLUDING A PORTION OF THE FEDERAL TRIANGLE, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH AGREEMENT, AND THE TAKING OF NECESSARY AND APPROPRIATE STEPS FOR THE IMPLEMENTATION THEREOF.

WHEREAS, East Coastline Development, Ltd. (“East Coastline”) and West Side Partners, Ltd. (“West Side”), among others (collectively known as the “Portofino Entities”), have initiated litigation against the City of Miami Beach (the “City”) and the Department of Community Affairs in various actions respectively claiming damages and rights under the Bert J. Harris, Jr. Private Property Rights Protection Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM (the “Lawsuits”); and

WHEREAS, the Portofino Entities have conveyed certain parcels involved in such litigation to certain entities that are part of the Related Group of Florida (collectively known and referred to as the “Related Entities”); and

WHEREAS, the City Commission on February 25, 2004 approved in concept, a settlement of the Lawsuits proffered by the Portofino Entities and the Related Entities, which conceptual settlement is set forth in a Term Sheet attached to Resolution 2004-25509, as amended since such resolution to reflect the intent and agreement of the parties; and

WHEREAS, the City, the Portofino Entities, the Related Entities, and the Miami Beach Redevelopment Agency, wish to avoid the expense, delay, and uncertainty of lengthy litigation, and to resolve such proceedings under the terms set forth in the Term Sheet, which terms are set out in detail in the attached Settlement Agreement, agree it is in their respective mutual best interests to enter into the Settlement Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

That the City Commission hereby approves the Settlement Agreement, in substantially the form attached hereto as Exhibit "A" and the Mayor and City Clerk are hereby authorized to execute such Agreement on behalf of the City, and the City Manager and City Attorney are authorized to take such actions as are necessary or appropriate consistent with the intent of this resolution to implement the provisions of the Settlement Agreement. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION


CITY ATTORNEY

7/21/04
DATE

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2004, by and among: (1) the City of Miami Beach, Florida, a Florida municipal corporation (the "City"), and the Miami Beach Redevelopment Agency, a Florida public agency ("RDA"), collectively parties of the first part; (2) East Coastline Development, Ltd., a Florida limited partnership ("East Coastline"), Azure Coast Development, Ltd., a Florida limited partnership ("Azure"), Beachwalk Development Corporation, a Florida corporation ("Beachwalk"), Sun & Fun, Inc., a Florida corporation ("Sun & Fun"), Sandpoint Financial, Ltd., a Florida limited partnership ("Sandpoint"), Portofino Real Estate Fund, Ltd., a Florida limited partnership ("PREF"), Santorini Isle, Inc., a Florida corporation ("Santorini"), West Side Partners, Ltd, a Florida limited partnership ("West Side"), 404 Investments, Ltd., a dissolved Florida limited partnership ("404"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("St. Tropez") and Marquesa, Inc., a Florida corporation ("Marquesa"), collectively, parties of the second part; and, (3) TRG-Alaska I, Ltd., a Florida limited partnership ("A-I") and TRG-Alaska III, LLC, a Florida limited liability company ("A-III"), collectively, parties of the third part. The parties of the second part are hereinafter referred to as the "Portofino Entities" and the parties of the third part are hereinafter referred to as the "Related Entities."

Introduction and Background

A. The Lawsuits. The Portofino Entities have filed a series of lawsuits against the City claiming, inter alia, damages and rights under the Bert J. Harris Private Property Rights Act, other civil rights violations, reverse spot zoning, breach of contract, and seeking other relief in those certain lawsuits more particularly described in Exhibit "A" attached hereto (the "Lawsuits").

B. The Lands. In general, the Lawsuits arose out of certain prior charter amendment, zoning and land use actions taken by the City affecting, among others, those parcels of land (the "Land") located within the City, and commonly referred to as the "Block 1 Parcel," the "Blocks 51 and 52 Parcels", the "Hinson Tract," the "Goodman Terrace" property, and the "Alaska Parcel"; the Hinson Tract, Goodman Terrace and Alaska Parcel are collectively referred to as the "Alaska Assemblage"; all as more particularly described in Exhibit "B" attached hereto.

C. Related's and Portofino's Interests. On September 11, 2003, the Related Entities acquired fee simple title to the Alaska Assemblage and the Blocks 51 and 52 Parcels from the Portofino Entities. The Portofino Entities retain title to the Block 1 Parcel, and interest in the Lawsuits. The Related Entities represent that (i) they and their officers executing this Agreement have full authority to enter this Settlement Agreement, (ii) they have legal title to the Alaska Assemblage and Blocks 51 and 52 Parcels, subject to no monetary liens except for real estate taxes and recorded mortgages, where the holders have no objection to this Agreement, (iii) they are the only parties with interests in the

Alaska Assemblage and Blocks 51 and 52 Parcels necessary to join in and make their obligations under this Agreement valid and binding. The Portofino Entities represent that (i) they and their officers executing this Agreement have full authority to enter into this Settlement Agreement, (ii) they have legal title to the Block 1 Parcel subject to no monetary liens except for real estate taxes and a recorded mortgage, where the mortgage holder has no objection to this Agreement, and (iii) they are the only parties with interest in the Block 1 Parcel necessary to join in and make their obligations under this Agreement valid and binding.

D. Letter of Intent. On February 25, 2004, the City Commission of Miami Beach unanimously approved the terms of a letter of intent to settle the Lawsuits, by Resolution No. 2004-25509. The parties now wish to set forth the procedures and expectations by which, if the City and/or certain City boards approve certain applications for development approvals to be filed by the Portofino and Related Entities, the Lawsuits will be resolved and this Settlement Agreement will be fully implemented. All parties acknowledge, however, that the City and/or its boards are not agreeing in advance to any particular outcome on the applications to be filed that will be required to effectuate and implement the terms of this Agreement.

E. Approval of Court. The parties have further agreed to seek the approval of either the state court or the federal court (as their respective attorneys hereafter agree) to the terms of this Agreement and for enforcement hereof provided that this Agreement shall in no way be conditioned upon such approval.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to fully settle the Lawsuits on the terms and conditions set forth below:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Development Approvals.

(a) Condition to Obligation.

(i) The obligations of any and all of the Portofino Entities and/or the Related Entities under this Agreement are specifically conditioned upon the City and/or its boards, departments or agencies acting in their independent, quasi-judicial and/or legislative governmental capacity to consider and formally approve those certain amendments to the City Code and other governmental actions as more particularly described in Exhibit "C" hereto (the "Development Approvals").

(ii) The Development Approvals shall be deemed approved at such time as all requisite governmental action has become final, binding and no longer subject to appeal, which shall herein be referred to as having obtained the "Final Approvals."

(iii) In the event that all of the Development Approvals, for any reason, have not been obtained on or before October 15, 2004 and/or the Final Approvals have not been obtained by December 24, 2004 or, in the event that any of the required Development Approvals have been denied by the City, then in any such event either the Portofino Entities or the Related Entities or the City at their respective sole option, may elect to terminate this Agreement by written notice of termination to the other parties (signed by the parties or by their respective attorneys,) whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. The Portofino Entities and the Related Entities shall have the right in their sole discretion to extend the foregoing deadlines by instrument in writing executed by the attorneys for all of the Portofino Entities and Related Entities. Should this agreement terminate, the parties agree to promptly execute and deliver to each other such other documentation as may be required to confirm the termination and revocation, and the parties shall otherwise be restored to the condition that existed immediately prior to the date of execution of this Agreement. The provisions of this paragraph 2(a)(iii) shall survive the termination of this Agreement.

(iv) If the Final Approvals are obtained prior to the timely delivery of a written notice of termination permitted under paragraph 2(a)(iii) above, then there shall be no further right of termination hereunder. In the event this Agreement is terminated pursuant to paragraph 2(a)(iii) above, each of the parties shall have the right to pursue any of the Lawsuits that existed prior to the execution of this Agreement, as if this Agreement had never taken place. The parties hereby covenant not to sue on or appeal any actions that any of the parties take or do not take on applications in pursuit of the Development Approvals.

(b) Applications for Development Approvals. The Portofino Entities and Related Entities have initiated previously to the approval and execution of this Agreement, or will initiate subsequent to its execution, all of the Development Approval applications. The City is currently processing all Development Approval applications. The parties shall cooperate with each other in continuing to timely process (and City shall join in as necessary) all necessary Development Approvals from City, county, regional, state, and federal agencies as required by law.

(c) Exercise of City Discretion. The parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, Land Development Regulations and other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of federal or state statutes and City or county ordinances, or other applicable law, in the exercise of the City's jurisdiction under the police power, as well as the requirements of this Agreement. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for Comprehensive Plan changes, and applications for any other of the

Development Approvals, by virtue of the fact that the City may have consented to the filing of such applications, solely in its capacity as the owner of affected lands or as the adjacent property owner, or by virtue of the City's entering into this Agreement. The parties recognize that the City, and its boards, retain sole discretion under their police powers as to whether to grant or deny the applications for Development Approvals. The parties fully recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Portofino Entities or the Related Entities to compel the City to take any actions processing or approving the applications for Development Approvals, or other actions contemplated by this Agreement, save and except the provisions of paragraphs 3 and 4 below if the Final Approvals are obtained prior to a termination of this Agreement.

3. Dismissal of Lawsuits and exchange of releases. The parties have agreed to continue and abate the Lawsuits until such time as the Final Approvals have been obtained or this Agreement has been terminated, in accordance with its terms, whichever is earlier. Upon obtaining the Final Approvals, the Lawsuits shall be dismissed with prejudice and the parties shall exchange releases in the form attached as Exhibit "D" hereto.

4. Supplemental Actions and Documentation. Contingent upon obtaining all of the Final Approvals, the parties hereto agree to accomplish the following as soon as reasonably feasible after the Final Approvals have been obtained, or if a time period is specifically provided for in the following paragraphs, within such time period specified:

(a) Portions of Alaska. A-1 shall promptly execute and deliver a special warranty deed to the City in the form attached hereto as Exhibit "E", conveying title to approximately 87,550 square feet of land area within the Alaska Assemblage as more particularly described in Exhibit "E" (the "City Alaska Property"), and which title shall be subject to those certain permitted exceptions (including use restrictions) listed in Exhibit "E" and the covenant attached as Exhibit "I". Simultaneously with delivery of the forgoing special warranty deed, the City shall deliver to A-1 a construction, staging and encroachment easement in the form attached hereto as Exhibit "F" for purposes of (1) construction of the baywalk and seawall repairs, (2) any additional construction required by paragraph 6 below, (3) a 40 foot staging and construction easement for the residential tower, garage, and other improvements to be built by the Related Entities on the portion of the Alaska Assemblage being retained by them (4) a 15 foot maintenance easement for future maintenance of the residential tower and garage and (5) an underground encroachment easement for minor encroachment of foundations for the residential tower and garage. A-1 shall simultaneously deliver to the City (i) an attachment and cladding easement permitting the City to berm up to and landscape the southern facade of the parking garage to be built on the Alaska Parcel by A-1 and/or to connect any desired public or other improvements permitted to be constructed by the City on the City's portion of the Alaska Parcel to the southern face of A-1's parking garage (provided that the same does not adversely affect the structural integrity of A-1's parking garage nor permit any access thereto by the City) and also permitting the City to

remove at City's cost and expense any decorative detail cladding from the Southern face of A-1's garage for such purposes; (2) an underground encroachment easement for minor encroachment of foundations for any such City improvements; and (3) a title policy from Chicago Title Insurance Company issuing title to the City's portion of the Alaska parcel and to the Washington Avenue Extension property in the amount of \$10,000,000 showing title to be as set forth in the Exhibit "E". The foregoing easements to the City shall be drawn in the form attached hereto as Exhibit "G".

The Portofino Entities and the Related Entities will cause Murano Two, Ltd., a Florida limited partnership, to deed to the City the property referred to as the "South Easement Area" in that certain Grant of Easements (150 Foot Easement Area) recorded on May 27, 1999 in Official Records Book 18626 at Page 4425 of the Public Records of Miami-Dade County, Florida, pursuant to the form deed attached hereto as Exhibit "P," and subject to the title exceptions and use restrictions set forth in Exhibit "P".

(b) Federal Triangle. If A-1 and the City are able to obtain approval of the federal government, the City will deed to A-1 not more than 450 square feet of property commonly referred to as the Federal Triangle and A-1 will deed to the City an equal amount of land area, within the Alaska Assemblage pursuant to the form deeds attached hereto as Exhibit "H" as more particularly described in Exhibit "H" and subject to the title exceptions (including use restrictions) listed in Exhibit "H" as well as any requirements imposed by the federal government.

In the event the City and A-1 are unable to obtain the approval of the federal government to the title transfers referred to in this paragraph 4(b) by the time all of the Final Approvals have been obtained, then the relevant parties shall seek approval of the federal government to:

(i) enter into a covenant-in-lieu of unity of title with A-1 for its benefit and the benefit of its successors, so as to, inter alia, eliminate any requirement for a setback from the Federal Triangle into the Alaska Assemblage pursuant to the form of covenant attached hereto as Exhibit "I"; and

(ii) permit A-1 and its successors to have vehicular and pedestrian access across the surface of such portion of the Federal Triangle pursuant to the form perpetual easement attached hereto as Exhibit "J".

If the federal government will not approve any exchange of lands or access rights, then the parties shall only enter into the covenant attached as Exhibit "I" and A-1 will have no access rights over the Federal Triangle separate from the public rights.

(c) Boat Basin. A-1 is pursuing on behalf of and as directed by the City all necessary state, county and federal approvals to fill in, or alternatively, to bridge over the existing boat basin within the Alaska Assemblage. The City and A-1 agree to cooperate in seeking all such necessary approvals. A-1 shall not proceed with

permitted work on the boat basin unless and until directed in writing by the City Manager under authority of this Agreement. A-1 shall transfer all rights to the boat basin improvements to the City along with its conveyance referred to in Exhibit "E" attached hereto.

(d) Baywalk. Provided the City determines the location and dimensions of its baywalk amenities and appropriate permits therefore are issued by all applicable governmental authorities within 12 months of the date of this Agreement, then prior to the granting of the first temporary certificate of occupancy for the residential tower to be built within the Alaska Assemblage by A-I, A-I, at its sole cost and expense, will build-out, extend, and furnish the existing baywalk across the waterfront edge of the Alaska Assemblage and Federal Triangle from Washington Avenue to the parcel commonly known as SSDI South at a location within the City Alaska Property as the City determines. The build-out and furnishing shall be done substantially to the standards hereafter designated by the City, provided that A-1 shall only be responsible for payment of costs up to 125% (on a cost to install basis) of the standards presently designed and installed on the portion of the baywalk to the west of the Murano condominium project. As part of such baywalk construction, in addition, A-I will restore the shoreline with sheet pile and rip rap as required by the appropriate regulating authorities. If the City does not timely provide the foregoing information or if the permits are not timely issued therefore as provided above, then at the time of issuance of the first temporary certificate of occupancy for the residential tower, A-I will deliver a full payment and performance bond to the City guarantying completion of the baywalk and seawall work and will complete same within 12 months of the date of issuance of the permits.

(e) Washington Avenue Extension. Before a building permit is issued for the residential tower to be developed on the Alaska Assemblage, the Washington Avenue Extension comprising approximately 42,000 sq. ft., will be deeded to the City, pursuant to a deed in the form attached as Exhibit "L" hereto. Upon such conveyance, all provisions of the Washington Avenue Extension Easement Dedication Agreement will terminate except for the provisions contained in paragraph 4 thereof, which shall survive, subject to a covenant to rebuild for FAR and Setback purposes as set forth in Exhibit "I".

(f) Block 51 Parcel.

(i) End Parcels. The City shall promptly execute and deliver a deed to A-III in the form attached hereto as Exhibit "M", conveying title to the end parcels the City owns on the south side of Block 51 as more particularly described in Exhibit "M" and subject to permitted exceptions listed in Exhibit "M".

(ii) Bridging Alley. The City will permit A-III and its successors to bridge over the alley in Block 51 at the 3rd, 4th and 5th floor levels to access parking between the north and south sides of the Block pursuant to a perpetual air-rights easement in the form attached as Exhibit "N" hereto. City will also permit the utility lines

currently existing in the alley to be placed underground, subject to approval of the City's public works department.

(iii) Parking for Shops At Portofino. A-III shall have the right to develop up to 75 spaces to satisfy the required parking for the Shops at Portofino retail parcel on Block 51 (the "Portofino Retail Parking") which Portofino Retail Parking shall not cause the floor area with respect to the City's FAR requirements on Block 51 to exceed 1.5 for A-III's intended development (excluding such Portofino Retail Parking) nor exceed 2.0 including such Portofino Retail Parking.

(iv) Ramos. A-III shall have the right to develop required parking for up to 40 spaces to service lots 10 through 14 inclusive (the "Ramos Lots") on Block 51 and utilize FAR rights from those parcels, pursuant to a covenant-in-lieu of unity of title in the form approved by the City Attorney.

(g) Deceleration Lane. Subject to obtaining appropriate regulatory approvals, the Related Entities will construct, at their sole cost and expense, a deceleration lane at the south side of I-395 as it intersects with the west side of Alton Road which will provide for (i) an eastbound right-turn lane on Fifth Street at the Alton Road intersection, (ii) dual northbound left-turn lanes on Alton Road at Fifth Street intersection, and (iii) modification of signalization at the Fifth Street/Alton Road intersection to complement the foregoing turn lanes pursuant to (i) and (ii) above, as required, such work to be completed (A) prior to issuance of a final Certificate of Occupancy for the ICON building if all regulatory approvals and permits are given by no later than October 1, 2004, otherwise (B) within 12 months after the granting of such approvals and permits. The Related Entities shall seek such regulatory approvals in good faith with due diligence.

5. Concept Plan. In order to provide assurances to the City that the future development of the Alaska Assemblage, the Block 51 Parcel, the Block 52 Parcel, and the Block 1 Parcel will be compatible with the City's desire for good neighborhood planning, the Related Entities and the Portofino Entities have agreed to submit to the City Commission for approval a concept plan for each of those parcels after consultation and consideration with neighborhood representatives, the City's internal staff, the Design Review Board and the Planning Board, and the City's outside architectural consultant. In the event the Concept Plan is not approved by September 30, 2004, then in such event either the Portofino Entities or the Related Entities or the City at their respective sole option, may elect to terminate this Agreement by written notice of termination to the other parties (signed by the parties or by their respective attorneys), whereupon all of the provisions and obligations of the parties under this Agreement shall fully terminate and be null and void, and all Development Approvals which have been theretofore adopted shall be treated by the City and the other parties as revoked and of no further force and effect. The Portofino Entities and the Related Entities shall have the right in their sole discretion to extend this deadline by written instrument signed by them or their attorneys. Once approved by the City, all subsequent actions taken by the City in connection with any other requested development approvals regarding these parcels must be consistent with the approved plan; provided that in the

event of any conflict between the City's land development regulations existing as of the date of the obtaining of the Final Approvals and the concept plan, the said land development regulations shall govern. In addition, the Related Entities agree to reimburse or remit to the City, within 30 days of invoice, for the expenses of their outside architectural consultant in reviewing the concept plan, making recommendations to the plan, and meeting with the City, the neighborhood representatives, and the other parties to this Agreement with respect thereto.

6. City Garage or other Public Facilities. To the extent the City, within the later of (a) 12 months of the date of this Agreement or (b) two months after the building permit is issued for the project to be constructed by A-1 on the portion of the Alaska Assemblage to be retained by A-1 and not conveyed to the City, develops a concept plan for public parking or other public facilities in South Pointe Park or the portion of the Alaska Assemblage to be deeded to the City under this Agreement, then contingent upon obtaining all of the Final Approvals, A-1, at the same time it is staged for development of the residential tower to be built on the balance of the Alaska Assemblage, will cause its architects to design and its contractors to build such public garage or other public facilities at A-1's direct cost (without overhead fees), and at City expense. That is, City will be responsible for payment of all direct costs incurred by A-1 to develop such parking or other public facilities on the City's behalf.

7. Development of Regional Impact. Within 90 days after the issuance of the final certificate of occupancy on the Portofino Entities' and Related Entities' properties within the Alternative Portofino Development of Regional Impact, the Portofino Entities shall file a report with the appropriate governmental agencies that releases remaining unused trips attributable to the DRI. Except as otherwise modified by the terms of this Agreement or of the Exhibits hereto, the terms of the DRI and of that certain Agreement dated May 18, 2000 among West Side, Yacht Club at Portofino, Ltd., a Florida limited partnership, Sun & Fun, Beachwalk, Azure, East Coastline, Sandpoint, TRG-SSDI, Ltd., a Florida limited partnership and the City shall remain in full force and effect.

8. Miscellaneous Provisions.

(a) No Permit. This Agreement is not and shall not be construed as a development permit, development approval, development order or authorization to commence development, nor shall it relieve the Portofino Entities and/or the Related Entities of the obligations to obtain necessary amendments to the Redevelopment Plan, if any, and the Comprehensive Plan, the Land Development Regulations, and any other development approvals that are required under applicable law and under and pursuant to the terms of this Agreement.

(b) Further Assurances. It is the intent and agreement of the parties that they shall cooperate with each other to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to

inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial or legislative capacity. This paragraph is a statement of intent only and shall not give rise to any cause of action if any party acts contrary to the intent hereof.

The parties acknowledge that during the period that the Portofino and Related Entities have engaged in development of the South Pointe Area a number of instruments have been recorded, dealing with such matters, as, for example, and not by way of limitation, temporary land use for parking purposes or construction staging and access, various easements and the like.

Pursuant to this Agreement, title to various properties is to be transferred, such as, for example, conveyance of portions of the Alaska Assemblage and the Washington Avenue extension from A-1 to the City. Many conditions, restrictions and limitations of record contained in the recorded instruments are, or will be, obsolete or irrelevant.

Accordingly, the parties agree to mutually review title to the subject properties and to make, execute, deliver and exchange instruments which will remove or release such obsolete conditions, restrictions and limitations.

(c) Omissions. The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Portofino Entities and the Related Entities of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

(d) Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attn: City Manager
With copies to:	City of Miami Beach 1700 Convention Center Drive Miami Beach, Florida 33139 Attn: City Attorney
If to the Portofino Entities Or any one or more of them:	500 South Point Drive, Suite 220 Miami Beach, Florida 33139 Attn: Thomas Kramer
With a copy to:	Hogan & Hartson, L.L.P.

1111 Brickell Avenue, Suite 1900
Miami, Florida 33131
Attn: Parker Thomson

If to the Related Entities
Or either of them

The Related Group
2828 Coral Way, Penthouse Suite
Miami, FL 33145
Attn: Chairman

With a copy to:

Greenberg Traurig P.A.
1221 Brickell Avenue
Miami, FL 33131
Attn: Matthew B. Gorson

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.

(e) Construction.

(i) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(ii) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(iii) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time of Essence. Time shall be of the essence for each and every provision hereof.

(g) Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

(h) Successors and Assign; Third Party Beneficiary. The benefits, rights, duties and obligations given to the parties under this Agreement shall inure to the benefit of and bind their successors in title and assigns. The parties acknowledge and

agree that except only for the foregoing successors and assigns, there are no third party beneficiaries under this Agreement or the Exhibits attached hereto.

(i) Approval by the City. The parties hereto understand and agree that this Agreement will not be binding on the City until such time as the City Commission of the City of Miami Beach has approved same.

(j) Surveys. All parcel sizes, and calculations based thereon, shall be subject to verification by certified survey.

(k) Limitation of Remedies. In the event any party hereto fails or refuses to execute any of the deeds or easements required hereunder, then the sole and exclusive remedies available to the non-defaulting party or parties for such failure or refusal shall be those available in equity, including without limitation, specific performance, injunction and mandamus. The parties hereto waive the right to seek recovery of monetary damages or sanctions as a means of enforcement of any rights under this Agreement. Prior to initiating any litigation under this Agreement or under any of the Exhibits attached hereto, the party or parties desiring to initiate litigation will provide written notice to the other party or parties and shall be available for a period of 30 days after such written notice to attempt to meet and mediate the dispute prior to initiating litigation.

(l) Non-Admissibility. Actions taken by any of the parties hereto pursuant to or in furtherance of the provisions hereof shall not be admissible in any proceeding under the Lawsuits in the event the transactions contemplated hereunder are not consummated.

(m) Sovereign Immunity. Nothing in this Agreement or the exhibits attached hereto shall be deemed to be a waiver by the City of its rights and privileges under Florida Statutes Section 768.28.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

CITY:

Signed, sealed and delivered
in the presence of:

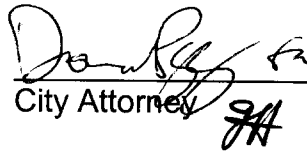

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation

Attest:

By: _____
MAYOR

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 7/22/04
City Attorney  Date:

THE MIAMI BEACH REDEVELOPMENT
AGENCY, a public agency organized and
existing pursuant to the Community
Redevelopment Act of 1969, as amended,
Chapter 163, Part III Florida Statutes

Attest:

Secretary

By: _____
Title: Chairman

APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION

Redevelopment Agency General Counsel

Date: _____

PORTOFINO ENTITIES:

Name: _____

EAST COASTLINE DEVELOPMENT,
LTD., a Florida limited partnership

Name: _____

By: _____
Name: _____

AZURE COAST DEVELOPMENT, LTD. a
Florida limited partnership

By: _____
Name: _____

BEACHWALK DEVELOPMENT
CORPORATION, a Florida corporation

By: _____
Name: _____

SUN & FUN, INC., a Florida corporation

By: _____

Name: _____

SANDPOINT FINANCIAL, LTD., a Florida
limited liability partnership

By: _____

Name: _____

PORTOFINO REAL ESTATE FUND,
LTD., a Florida limited partnership

By: _____

Name: _____

SANTORINI ISLE, INC., a Florida
corporation

By: _____

Name: _____

WEST SIDE PARTNERS, LTD., a Florida
limited partnership

By: _____

Name: _____

404 INVESTMENTS, LTD., a dissolved
Florida limited partnership

By: 404 INVESTCORP, INC., a dissolved
Florida corporation

By: _____

Thomas Kramer, as sole surviving
director and shareholder

ST. TROPEZ REAL ESTATE FUND, LTD.,
a dissolved Florida limited partnership

By: St. TROPEZ LIVING, INC. a dissolved
Florida corporation

By: _____
Margaret Nee, as sole surviving
director

By: _____
Thomas Kramer, as sole surviving
shareholder

MARQUESA, INC., a Florida corporation

By: _____
Name: _____

RELATED ENTITIES:

TRG-ALASKA I, LTD., a Florida limited
partnership

By: _____
Name: _____

TRG-ALASKA III, LLC., a Florida limited
liability company

By: _____
Name: _____

EXHIBIT LIST

A	Lawsuit description
B	Land description
C	Development Approvals
D-1	Release from the City to Portofino and Related
D-2	Release from Portofino and Related to City
E	Alaska Deed from Related to City
F	Easement Agreement between City and Related for Related Use of City Property
G	Easement Agreement between City and Related for City's Use of Related Property
H-1	Federal Triangle Deed - City to Related
H-2	Federal Triangle Deed - Related to City
I	Alaska Covenant-in-lieu of UT
J	Federal Triangle Access Easement
K	Intentionally Deleted
L	Washington Avenue Extension Deed – Related to City
M	Block 51 End Parcels Deed from City to Related
N	Block 51 Alley Air Rights Easement for bridging over Alley bet/from City to Related
O	Intentionally Deleted
P	South Easement Area Deed

EXHIBIT A

1. *East Coastline Development, Ltd. v. City of Miami Beach*, United States District Court, Southern District of Florida, Case No. 01-4921-CIV-MORENO.
2. *Westside Partners, Ltd., et al v. City of Miami Beach*, Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 98-13274 CA 30 (Judge Levenson).
3. *East Coastline Development, Ltd. and Catherine Colonnese v. City of Miami Beach*, Eleventh Judicial Circuit in and for Miami-Dade County, Case No. 01-25812 CA 30 (Judge Levenson).
4. *East Coastline Development, Ltd. v. City of Miami Beach and the State of Florida, Department of Community Affairs*, Case No. 02-3283 GM (State of Florida, Division of Administrative Hearings).
5. *East Coastline Development, Ltd. v. City of Miami Beach*, Case No. 01-335 AP Appellate Division, Eleventh Judicial Circuit in and for Miami-Dade County and Case No. 01-3467, Third District Court of Appeals of the State of Florida.

EXHIBIT "B"

The Land

Block 1 Parcel

Lot 1, Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, at Page 38, of the Public Records of Miami-Dade County, Florida.

Lots 2 and 3, in Block 1 of OCEAN BEACH, FLORIDA, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 5 of Block 1, OCEAN BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County, Florida.

Lot 6, Block 1, of OCEAN BEACH, according to the plat thereof, as recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida.

Lots 7 and 8, Less the Easterly 15.00 feet for Street Widening purposes, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at Page 38 of the public records of Miami-Dade County, Florida. ALSO Less and Excepting from said Lots 7 and 8, that part described as follows:

A portion of Lots 7 and 8, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Lot 7 and run N. 79° 12' 25" W., a distance of 15.00 feet to the Point of Beginning (P.O.B.) said distance being measured along the Northerly line of Lot 7; Thence continue 79° 12' 25" W. along the Northerly line of Lot 7, a distance of 4.00 feet; Thence run S. 10° 47' 35" W. a distance of 84.56 feet to the Point of Curvature (P.C.) of a Circular Curve concave Northwesterly and having its elements, a Central Angle of 76° 51' 22" and a Radius of 25.90 feet; Thence run Southwesterly along the Arc of said Curve for a distance of 33.53 feet to a Point of Intersection (P.I.) with the Southerly line of Lot 8; Thence run N. 87° 38' 47" E. along the said Southerly line of Lot 8 for a distance of 23.94 feet to a point; Thence run N. 10° 47' 35" E. along a line 15.00 feet Westerly of and parallel with Easterly line of said Lots 7 and 8 for a distance of 103.46 feet to the Point of Beginning (P.O.B.).

Lot 9 and 10, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lots 11, 12 and 13, Block 1, Ocean Beach Subdivision, recorded in Plat Book 2 at page 38 of the public records of Miami-Dade County, Florida.

Lot 17, Block 1 of OCEAN BEACH, according to the Plat thereof, recorded in Plat Book 2, Page 38 of the Public Records of Miami-Dade County.

Blocks 51 and 52 Parcels

Lots 4, 5, 6, 7, 8, 9, 10 and 11, Block 52, and Lots 5, 6, 7, 8, 9, 11, 12, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, of OCEAN BEACH, FLA. ADDITION NO. 3, according to the Plat thereof, as recorded in Plat Book 2, at Page 81, of the Public Records of Miami-Dade County, Florida; together with a 10.00 foot strip of land shown on the referenced Plat as a 10.00 foot walk; adjacent to Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 51, and bounded on the North by the Southerly line of the referenced lots; bounded on the West by the Westerly line of Lot 19, extended Southerly; bounded on the East by the Easterly line of Lot 28 extended Southerly; said walk being vacated pursuant to Official Records Book 13887, Page 1812, of the Public Records of Miami-Dade County, Florida.

Hinson Tract

Block 8, SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following two dedications:

A 50.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 50.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of said Block 8, bounded on the South by the Southerly line of said Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by a line parallel to and 50.00 feet distant Easterly of, as measured at 90 degrees to the Westerly line, of said Block 8; bounded on the West by the Westerly line of the above-referenced Block 8, said Westerly line also being the Easterly line of Biscayne Bay.

A 40.00 foot dedication in Block 8, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, at Page 77, of the Public Records of Miami-Dade County, Florida. Said 40.00 foot dedication being described as follows:

Bounded on the North by the Northerly line of the above-referenced Block 8; bounded on the South by the Southerly line of the above-referenced Block 8, said Southerly line also being the Northerly line of the Government Reservation shown hereon; bounded on the East by the Westerly line of Washington Avenue, said Westerly line also being the Easterly line of Block 8; bounded on the West by a parallel to and 40.00 feet; distant Westerly of as measured at 90 degrees to the Westerly line, of the above-referenced Washington Avenue.

Alaska Parcel

A Parcel of land and accreted land located in Section 10, Township 54 South, Range 42 East, Miami-Dade County, Florida, and being more particularly described as follows:

For a POINT OF BEGINNING commence at a 10-inch-square concrete monument located on the Northerly boundary of the U.S. Army Corps of Engineers Reservation, being the Westernmost corner of Lot 6, Block 4, of SOUTH BEACH PARK SUBDIVISION, recorded in Plat Book 6, Page 77, of the Public Records of Miami-Dade County, said monument designated "C" having a grid coordinate of X-784,440.39 and Y-521,912.47. Said monument also lies approximately South 24°27'26" West a distance of 592.30 feet South of and North 65°36'16" East a distance of 554.97 feet West of the Northeast corner of the Northwest ¼ of Section 10, Township 54 South, Range 42 East. From said POINT OF BEGINNING run thence South 24°25'50" West a distance of 420.43 feet, more or less, to the Mean High Water (M.H.W.) line of the Northerly shoreline of the "Government Cut" for the entrance channel of the Miami Harbor; thence North 65°35'19" West along said M.H.W. line a distance of 261.59 feet to a point on a bulkhead; thence North 31°08'28" West along said bulkhead a distance of 242.83 feet to U.S. Army Corps of Engineers Monument "Virgil" having a grid coordinate of X-783,902.72 and Y-521,845.63; thence North 57°41'41" East a distance of 226.20 feet to Monument "West" having a grid coordinate of X-784,093.91 and Y-521,966.52; thence North 87°38'37" East a distance of 208.58 feet to Monument "G" having a grid coordinate of X-784,302.32 and Y-521,975.14; thence South 65°35'12" East a distance of 151.63 feet to Monument "C" and the POINT OF BEGINNING.

Goodman Terrace

Part of the Northwest quarter of Section 10, Township 54 South, Range 42 East, described as follows:

Begin in the North line of Section 10, which is also South line of Biscayne Street at its intersection with East line of Jefferson Avenue extended; then South in line drawn at right angles to South line of Biscayne Street 132 feet; thence East in line drawn parallel with South line of Biscayne Street to West line of Washington Avenue; thence North along West line of Washington Avenue to its intersection with South line of Biscayne Street; thence West along South line of Biscayne Street to POINT OF BEGINNING. Also described as: All that part of North 132.00 feet of Section 10, Township 54 South, Range 42 East, known as Smith Cottages Tract and also as Tract B and bounded on North by North line of Section 10; on West by East line of Jefferson Avenue extended; on South by line parallel to and 132' South of North line of Section 10; on East by West line of Washington Avenue extended.

Exhibit "C"

Development Approvals

- ◆ Concept Plan Approval
- ◆ Compliance Agreement (DOAH)
- ◆ Comprehensive Plan Text Amendments
Amend MR-Marine Recreation District Regulations by amending permitted uses and excluding from floor area required parking for adjacent properties
- ◆ FLUM Amendments
If federal approval received to deed portion of Federal Triangle, change designation from ROS to MR
- ◆ Land Development Regulations Amendments
Amend the Code of the City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreation District," Clarifying Purpose, Providing For Additional Main Permitted Uses And Prohibiting Certain Uses, And Excluding From Floor Area Required Parking For Adjacent Properties; and Division 18, "PS Performance Standard District," Modifying Height, Number Of Stories, Setbacks, Floor Area Ratios And Allowing Required Parking In The CPS-1 And CPS-3 Zoning Districts For Defined Properties, Clarifying How Such Required Or Public Parking Relates to Floor Area and is Allowed, and Floor Area is Distributed, Through Covenants in Lieu of Unity of Title", as may be hereinafter amended by the City Commission and agreed upon by the Portofino Entities and Related Entities
- ◆ Zoning Map Amendments
If federal approval received to deed portion of Federal Triangle, change district classification from GU to MR
Change End Parcels district classification from GU to CPS-1
- ◆ Platting Approvals for Goodman, Hinson, Alaska and the portion of the Federal Triangle (if applicable)
- ◆ Vacation of Ocean Court (Block 1 Alley) south of Lots 4 and 14

EXHIBIT D-1

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the City of Miami Beach, Florida, a Florida municipal corporation, party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), or other valuable considerations, received from or on behalf of East Coastline Development, Ltd., a Florida limited partnership ("**East Coastline**"), Azure Coast Development, Ltd., a Florida limited partnership ("**Azure**"), Beachwalk Development Corporation, a Florida corporation ("**Beachwalk**"), Sun & Fun, Inc., a Florida corporation ("**Sun & Fun**"), Sandpoint Financial, Ltd., a Florida limited partnership, Portofino Real Estate Fund, Ltd., a Florida limited partnership ("**Portofino**"), Santorini Isle, Inc., a Florida corporation, West Side Partners, Ltd, a Florida limited partnership ("**West Side**"), 404 Investments, Ltd., a dissolved Florida limited partnership ("**404**"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("**St. Tropez**"), Marquesa, Inc., a Florida corporation, TRG-Alaska I, Ltd., a Florida limited partnership, TRG-Alaska III, LLC, a Florida limited liability company, and Catherine Colonnese, collectively, parties of the second part, the receipt and sufficiency of which are hereby acknowledged,

(Wherever used herein the terms "party of the first part" and "parties of the second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the officers, directors, shareholders, partners, members, managers, agents, employees, successors and assigns of corporations and other entities, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the parties of the second part, of and from all, and all manner of action and actions, cause and causes of action, suits,

debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liabilities, executions, costs, expenses, claims and demands whatsoever, in law or in equity, which the party of the first part ever had, now have, or which any personal representative, successor, heir or assign of party of the first part, or any one of them, hereafter can, shall or may have, against parties of the second part, or any one of them, with respect to claims or defenses of any nature asserted or that could have been asserted under or in connection with (i) those certain lawsuits brought by West Side, East Coastline, 404, Azure, Beachwalk, Portofino, St. Tropez, or Sun & Fun and/or Catherine Colonnese against the party of the first part and/or the Department of Community Affairs claiming damages and rights under the Harris Act, other civil rights violations and other relief in Case Nos. 98-13274 CA 01(30), 01-4921- CIV-Moreno (U.S. District Court, Southern District of Florida), 02-3283GM (Florida Division of Administrative Hearings), 01-25812 CA 30 (Florida Eleventh Circuit Court), 01-335 AP Appellate Division, (Florida Eleventh Circuit Court) and 01-3467 (Third District Court of Appeals of the State of Florida) and/or (ii) zoning and land-use rights relating to the properties described in Exhibit "B" attached to the Settlement Agreement (as such term is hereafter defined).

The party of the first part hereby expressly acknowledge, warrant and represent that: (i) this Release was signed only after due consideration and consultation with its attorneys; and (ii) party of the first part was not fraudulently induced, coerced or intimidated to sign this Release. In signing this Release, party of the first part has not relied upon any oral or written statements or acts made by parties of the second part, or any one of them or any one of their respective attorneys or agents.

Notwithstanding the foregoing, this Release shall not operate to release or discharge parties of the second part from any obligations they may have pursuant to that certain Settlement Agreement dated as of _____, 2004 among party of the first part and parties of the second part (the "**Settlement Agreement**").

IN WITNESS WHEREOF, party of the first part has hereunto set our hands and seals this ____ day of _____, 200 ____.

Signed, sealed and delivered
in the presence of:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

Attest:

By: _____
MAYOR

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

EXHIBIT D-2

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That we, East Coastline Development, Ltd., a Florida limited partnership ("**East Coastline**"), Azure Coast Development, Ltd., a Florida limited partnership ("**Azure**"), Beachwalk Development Corporation, a Florida corporation ("**Beachwalk**"), Sun & Fun, Inc., a Florida corporation ("**Sun & Fun**"), Sandpoint Financial, Ltd., a Florida limited partnership, Portofino Real Estate Fund, Ltd., a Florida limited partnership ("**Portofino**"), Santorini Isle, Inc., a Florida corporation, West Side Partners, Ltd, a Florida limited partnership ("**West Side**"), 404 Investments, Ltd., a dissolved Florida limited partnership ("**404**"), St. Tropez Real Estate Fund, Ltd., a dissolved Florida limited partnership ("**St. Tropez**"), Marquesa, Inc., a Florida corporation, TRG-Alaska I, Ltd., a Florida limited partnership, TRG-Alaska III, LLC, a Florida limited liability company, and Catherine Colonnese, collectively, parties of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), or other valuable considerations, received from or on behalf of the City of Miami Beach, Florida, a Florida municipal corporation, and such City's present and former commissioners, managers and officials, collectively party of the second part, the receipt and sufficiency of which are hereby acknowledged,

(Wherever used herein the terms "parties of the first part" and "party of the second part" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the officers, directors, shareholders, partners, members, managers, agents, employees, successors and assigns of corporations and other entities, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the party of the second part, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liabilities, executions, costs, expenses, claims and demands whatsoever, in law or in equity, which the parties of the first part, or any one of them, ever had, now have, or which any personal representative, successor, heir or assign of parties of the first part, or any one of them, hereafter can, shall or may have, against party of the second part, with respect to claims or defenses of any nature asserted or that could have been asserted under or in connection with (i) those certain lawsuits brought by West Side, East Coastline, 404, Azure, Beachwalk, Portofino, St. Tropez and/or Sun & Fun against the party of the second part and/or the Department of Community Affairs claiming damages and rights under the Harris Act, other civil rights violations and other relief in Case Nos. 98-13274 CA 01(30), 01-4921- C1V-Moreno (U.S. District Court, Southern District of Florida), 02-3283GM (Florida Division of Administrative Hearings) 01-25812 CA 30 (Florida Eleventh Circuit Court), 01-335 AP Appellate Division, (Florida Eleventh Circuit Court) and 01-3467 (Third District Court of Appeals of the State of Florida) and/or (ii) zoning and land-use rights relating to the properties described in Exhibit "B" attached to the Settlement Agreement (as such term is hereafter defined).

The parties of the first part hereby expressly acknowledge, warrant and represent that: (i) this Release was signed only after due consideration and consultation with their attorneys; and (ii) parties of the first part were not fraudulently induced, coerced or intimidated to sign this Release. In signing this Release, parties of the first part have not relied upon any oral or written

statements or acts made by party of the second part or party of the second part's attorneys or agents.

Notwithstanding the foregoing, this Release shall not operate to release or discharge party of the second part from any obligations it may have pursuant to that certain Settlement Agreement dated as of _____, 2004 among parties of the first part and party of the second part (the "**Settlement Agreement**").

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 200__.

Name: _____

**EAST COASTLINE DEVELOPMENT,
LTD., a Florida limited partnership**

**By: EAST COASTLINE, INC., a Florida
corporation, its general partner**

Name: _____

By: _____
Name: _____

Name: _____

**AZURE COAST DEVELOPMENT, LTD. a
Florida limited partnership**

**By: AZURE COAST, INC., a Florida
corporation, its general partner**

Name: _____

By: _____
Name: _____

Name: _____

**BEACHWALK DEVELOPMENT
CORPORATION, a Florida corporation**

Name: _____

By: _____
Name: _____

Name: _____

SUN & FUN, INC., a Florida corporation

Name: _____

By: _____
Name: _____

Name: _____

**SANDPOINT FINANCIAL, LTD., a Florida
limited liability partnership**

**By: SANDPOINT FINANCIAL CORP.,
a Florida corporation, its general
partner**

Name: _____

By: _____
Name: _____

Name: _____

**PORTOFINO REAL ESTATE FUND,
LTD., a Florida limited partnership**

Name: _____

By: _____
Name: _____

Name: _____

**SANTORINI ISLE, INC., a Florida
corporation**

Name: _____

By: _____
Name: _____

Name: _____

**WEST SIDE PARTNERS, LTD., a Florida
limited partnership**

Name: _____

By: _____
Name: _____

Name: _____

**404 INVESTMENTS, LTD., a dissolved
Florida limited partnership**

Name: _____

**By: 404 Investcorp, Inc., a dissolved Florida
corporation**

By: _____
Thomas Kramer, as sole surviving
director and shareholder

Name: _____

**ST. TROPEZ REAL ESTATE FUND,
LTD., a dissolved Florida limited
partnership**

Name: _____

**By: St. Tropez Living, Inc., a dissolved
Florida corporation**

Name: _____

By: _____
Margaret Nee, as sole surviving
director

Name: _____

By: _____
Thomas Kramer, as sole surviving
shareholder

Name: _____

MARQUESA, INC., a Florida corporation

Name: _____

By: _____
Name: _____

Name: _____

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

By: _____
Name: _____

Name: _____

TRG-ALASKA III, LLC., a Florida limited liability company

Name: _____

By: TRG-ALASKA COMMERCIAL, LTD., a Florida limited partnership, its sole member

By: TRG-ALASKA COMMERCIAL, INC., its general partner

By: _____
Name: _____

Name: _____

CATHERINE COLONNESE

Name: _____

EXHIBIT E

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

\\MIA-SRV01\GANGEMIL\1553793v06\1FDC106_.DOC\7/21/04\10840.018700

WITNESSES:

GRANTOR:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

EXHIBIT F

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

CONSTRUCTION, STAGING, MAINTENANCE AND ENCROACHMENT EASEMENT

This **CONSTRUCTION, STAGING, MAINTENANCE AND ENCROACHMENT EASEMENT** ("**Easement**") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**").

RECITALS:

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "**City Property**"). TRG-Alaska I conveyed the City Property to City immediately prior to the execution and delivery of this Easement, subject to and on the condition that City execute and deliver this Easement to TRG-Alaska I.

2. The City Property was a part of certain real property owned by TRG-Alaska I commonly known as the "Alaska Assemblage." The portion of the Alaska Assemblage retained by TRG-Alaska I and not conveyed to City is described on **Exhibit "2"** attached hereto (the "**TRG Property**").

3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "**Settlement Agreement**"), (a) TRG-Alaska I has agreed to build-out, extend and furnish an existing baywalk and repair the seawall across the waterfront edge of the Alaska Assemblage and (b) conditioned

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[Alaska Easements to TRG]

upon timely delivery of documents by City and obtaining certain approvals, and payment by City of certain costs, TRG-Alaska I has agreed to design and construct on certain portions of the City Property certain improvements, all as described in, subject to and pursuant to the terms and conditions of the Settlement Agreement and this Easement. The extension of such baywalk and the design and construction of such improvements are collectively referred to herein as the “**City Improvements**.”

4. TRG-Alaska I intends to construct a residential tower, garage and other improvements on the TRG Property (the “**TRG Improvements**”).

5. In order to construct the City Improvements, to develop and construct the TRG Improvements and to maintain the TRG Improvements, TRG-Alaska I requires certain construction, staging, maintenance and encroachment easements over a portion of the City Property, all as further provided herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant by City of Easements.** City hereby grants, conveys, bargains and sells to TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors and mortgagees, the following:

(a) a temporary exclusive easement, right and privilege to enter upon the City Property to the extent necessary to construct the City Improvements (such easement is referred to herein as the “**City Improvements Construction Easement**”). The City Improvements Construction Easement shall automatically expire and shall be of no further force or effect upon completion of the City Improvements and acceptance thereof by the City;

(b) a temporary exclusive easement, right and privilege of pedestrian and vehicular ingress, egress, passage and use on, over, through and across that portion of the City Property described on **Exhibit “3”** attached hereto (the “**TRG Improvements Construction Easement Area**”) to develop the TRG Property, and for staging, erection, construction (and reconstruction after casualty or condemnation), alteration, improvement and repair of the TRG Improvements (such easement is referred to herein as the “**TRG Improvements Construction Easement**”; the City Improvements Construction Easement and the TRG Improvements Construction Easement are collectively referred to herein as the “**Construction Easements**”). The TRG Improvements Construction Easement shall automatically expire and shall be of no further force or effect on the date final certificates of occupancy (or equivalent) for all of the TRG Improvements are issued, but shall revive for reconstruction after casualty or condemnation;

(c) a perpetual, non-exclusive easement, right and privilege of pedestrian and vehicular ingress, egress, passage and use on, over, through and across that portion of the City Property described on **Exhibit “4”** attached hereto (the “**Maintenance Easement Area**”) for the purpose of maintenance and repair of the TRG Improvements; and

(d) if any portion of the foundation, or overhangs or projections (such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like) of the TRG Improvements encroaches on the City Property as a result of (i) construction of the TRG Improvements; (ii) settling or shifting of the TRG Improvements; or (iii) any required alteration or repair to the TRG Improvements, or any required repair or restoration of the TRG Improvements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, then a perpetual, exclusive easement shall exist for such encroachment and for the maintenance of same so long as the TRG Improvements shall stand.

Notwithstanding anything to the contrary contained in Paragraphs 2(b), (c) or (d) above, TRG-Alaska I shall not make use of the easements granted thereunder in a manner that would conflict with any improvements constructed by or for the City within the applicable easement areas and that are permitted pursuant to the terms of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title by the City and TRG-Alaska I, dated as of the date of this Easement, and to the extent that such construction has occurred, the City agrees to accommodate reasonable repair, restoration or maintenance activity as long as such activity does not unreasonably interfere with the City's improvements in such area.

3. Security, Maintenance and Insurance.

(a) The parties acknowledge and agree that the City Property is intended to be used and maintained in a safe and secure manner. City shall be responsible, at City's sole cost and expense, for the security and maintenance of the City Property, except that during any period of time in which TRG-Alaska I is exercising its rights under any of the easements granted hereunder, then TRG-Alaska I shall be responsible for the security and protection of its own equipment and property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the City Property under this Easement by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the City Property under this Easement by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) TRG-Alaska I shall obtain and at all times during the term of the City Improvements Construction Easement obtain and maintain with respect to the City Property comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the City Property, for at least a combined single limit for bodily injury, death and property damage liability of Five

Million and No/100 Dollars (\$5,000,000) per occurrence. TRG-Alaska I shall obtain and at all times during the term of the TRG Improvements Construction Easement obtain and maintain with respect to the TRG Improvements Construction Easement Area comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the TRG Improvements Construction Easement Area, for at least a combined single limit for bodily injury, death and property damage liability of Five Million and No/100 Dollars (\$5,000,000) per occurrence.

All insurance provided for in this Paragraph 3(c) shall be effect under valid and enforceable policies issued by highly rated insurers of recognized responsibility which are licensed to do business in the State of Florida. All such companies shall be rated at least "A" as to management, and at least "Class X" as to financial strength on the latest edition of Best's Insurance Guide. Each insurance policy shall be marked "premium paid" or accompanied by other satisfactory evidence of payment of premiums.

All policies of insurance required by this Paragraph 3(c) shall indicate City as additional named insured. All insurance policies shall provide that no change, cancellation or termination shall be effective until at least thirty (30) days after written notice to the additional named insured.

(d) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the City Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the City Property by the public generally or by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. City reserves unto itself, its successors and assigns, the perpetual right and privilege of:

(a) Except during the term of the City Improvements Construction Easement, and with respect to the TRG Improvements Construction Easement Area, except during the term of the TRG Improvements Construction Easement, unrestricted access to, over, across and in the City Property consistent with the use of the City Property as contemplated in this Easement, and provided such uses do not materially interfere with the continuous use of the City Property as permitted herein by TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors and subcontractors; and

(b) Except during the term of the City Improvements Construction Easement, and with respect to the TRG Improvements Construction Easement Area, except during the term of the TRG Improvements Construction Easement, using and occupying, and granting to the public generally the right to use and occupy the City Property, but for public purposes only, and

provided such uses do not materially interfere with the continuous use of the City Property as permitted herein by TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors and subcontractors.

5. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns, except that TRG-Alaska I or such successor or assignee, as the case may be, shall be released of all future obligations hereunder upon conveyance of its interest in the TRG Property; provided, however, that any such transferee of TRG-Alaska I or its successor or assignee, as the case may be, shall be bound by all such terms and conditions of this Easement. For purposes of the Construction Easements, TRG-Alaska I shall only be permitted to assign TRG-Alaska I's rights hereunder to (and TRG-Alaska I's successors shall only include) successor developer(s) or mortgage lenders of the TRG Property or any portion thereof and/or association(s) designated with the responsibility of maintenance of common areas in connection with the development or operation of the TRG Property or any portion thereof. For purposes of the Construction Easements only, TRG-Alaska I's successors and/or assigns shall not include individual unit owners or individual renters unless such unit owners or renters are successor developers and/or associations as described above. An assignment of TRG-Alaska I's rights hereunder shall only be effective if a specific written assignment (including an acceptance by the successor developer and/or association) is recorded in the Public Records of Miami-Dade County, Florida. The parties hereto acknowledge and agree that except for the foregoing successors and assigns, there are no third party beneficiaries under this Easement.

6. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

7. In the event of litigation arising out of the terms of this Easement or the use of the City Property under this Easement or the TRG Property under this Easement, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

8. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

9. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

10. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

11. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

12. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

13. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed
before this _____ day of _____, 200__ by _____, as _____
of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a
Florida limited partnership, on behalf of said entities. He/She [check one] ___ is personally
known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

Signed, sealed and delivered
in the presence of:

**CITY OF MIAMI BEACH, FLORIDA, a
municipal corporation**

Print Name: _____

By: _____
MAYOR

Print Name: _____

Print Name: _____

Attest:

City Clerk

Print Name: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

[illegible]

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

[illegible]

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
CITY PROPERTY

EXHIBIT “2”
TRG PROPERTY

EXHIBIT “3”

TRG IMPROVEMENTS CONSTRUCTION EASEMENT AREA

EXHIBIT “4”

MAINTENANCE EASEMENT AREA

EXHIBIT G

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

ATTACHMENT, CLADDING AND ENCROACHMENT EASEMENT

This **ATTACHMENT, CLADDING AND ENCROACHMENT EASEMENT** ("**Easement**") is made and entered into as of the ____th day of ____, 200__, by and between **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**") and the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**").

RECITALS:

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "**City Property**"). TRG-Alaska I conveyed the City Property to City immediately prior to the execution and delivery of this Easement.

2. The City Property was a part of certain real property owned by TRG-Alaska I commonly known as the "Alaska Assemblage." The portion of the Alaska Assemblage retained by TRG-Alaska I and not conveyed to City is described on **Exhibit "2"** attached hereto (the "**TRG Property**").

3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "**Settlement Agreement**"), TRG-Alaska I has agreed to grant to the City certain attachment, cladding and encroachment easements in connection with improvements (the "**City Improvements**") to be built by or for the City and that are permitted pursuant to the terms of that certain Declaration of

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Restrictive Covenants in Lieu of Unity of Title by the City and TRG-Alaska I, dated as of the date of this Easement, all as described in, subject to and pursuant to the terms and conditions of the Settlement Agreement and this Easement.

4. TRG-Alaska I intends to construct a residential tower, garage and other improvements on the TRG Property (the “**TRG Improvements**”).

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant by TRG-Alaska I of Easements.** TRG-Alaska I hereby grants, conveys, bargains and sells to the City, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors and mortgagees, at the City’s sole cost and expense, the following:

(a) an easement, right and privilege to berm up to and landscape the southern façade of the parking garage to be built on the TRG Property and/or to connect the City Improvements to the southern face of such parking garage, together with the right and privilege to remove at the City’s cost and expense any decorative cladding from the southern face of such parking garage for such purposes, provided that the same does not adversely affect the structural integrity of such parking garage nor permit any access thereto by the City; and

(b) if any portion of the foundation, or overhangs or projections (such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like) of the City Improvements encroaches on the TRG Property as a result of (i) construction of the City Improvements; (ii) settling or shifting of the City Improvements; or (iii) any required alteration or repair to the City Improvements, or any required repair or restoration of the City Improvements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, then a perpetual, exclusive easement shall exist for such encroachment and for the maintenance of same so long as the City Improvements shall stand; provided, however the City shall not make use of the easements granted under this Paragraph 2(b) in a manner that would conflict with the TRG Improvements, but TRG-Alaska I agrees to accommodate reasonable repair, restoration or maintenance activity as long as such activity does not unreasonably interfere with the TRG Improvements.

3. **Security, Maintenance and Insurance.**

(a) TRG-Alaska I shall be responsible, at its sole cost and expense, for the security and maintenance of the TRG Property, except that during any period of time in which the City is exercising its rights under any of the easements granted hereunder, then the City shall be responsible for the security and protection of its own equipment and property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys’ fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising

out of or incurred in connection with, use of the TRG Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the TRG Property by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors or subcontractors. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the TRG Property under this Easement by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the TRG Property under this Easement by City, and/or its successors and/or assigns and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns. The parties hereto acknowledge and agree that except for the foregoing successors and assigns, there are no third party beneficiaries under this Easement.

5. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

6. In the event of litigation arising out of the terms of this Easement or the use of the City Property under this Easement or the TRG Property under this Easement, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

7. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

8. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

9. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

10. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

11. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

12. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) *SS*:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, 200__ by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

Signed, sealed and delivered
in the presence of:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

Print Name: _____

By: _____
MAYOR

Print Name: _____

Print Name: _____

Attest:

City Clerk

Print Name: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
CITY PROPERTY

EXHIBIT “2”
TRG PROPERTY

EXHIBIT H-1

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**Grantor**"), to **TRG-ALASKA I, LTD.**, a Florida limited partnership ("**Grantee**"), whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, SUBJECT, HOWEVER, TO:

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GRANTOR:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

EXHIBIT H-2

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, SUBJECT, HOWEVER, TO:

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR:

TRG-ALASKA I, LTD., a Florida limited partnership

Print Name: _____

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

EXHIBIT I

This instrument was prepared by:

Name: Laura R. Gangemi
Address: 1221 Brickell Avenue
Miami, Florida 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "**City**") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("**TRG-Alaska I**," the City and TRG-Alaska I are collectively referred to herein as the "**Owners**"), hereby make, declare and impose on the lands herein described, these covenants running with the title to the land, which shall be binding on the City and TRG-Alaska I, and their respective heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them or either of them;

WHEREAS, City holds the fee simple title to certain land in the City of Miami Beach, Miami-Dade County, Florida, described in Exhibits "1" (the "**City Alaska Property**"), "2" (the "**City Federal Triangle Property**") and "3" ("**Washington Avenue Extension Property**;" the City Alaska Property, the City Federal Triangle Property and the Washington Avenue Extension Property are collectively referred to herein as the "**City Property**"), all of which Exhibits are attached hereto and made a part hereof;

WHEREAS, City intends to construct a baywalk and other public facilities on a portion of the City Property; and

WHEREAS, TRG-Alaska I holds the fee simple title to the land in the City of Miami Beach, Miami Dade County, Florida, described in Exhibit "4", attached hereto and made a part hereof (the "**TRG Alaska Assemblage Property**;" the City Property and the TRG Alaska Assemblage Property are collectively referred to herein as the "**Properties**"), on which TRG-Alaska I intends to construct a residential tower, garage and other improvements; and

WHEREAS, the Owners may wish to convey portions of the Property from time to time, and TRG-Alaska I may wish to offer units to be constructed on the TRG Alaska Assemblage Property as condominiums, this instrument is executed in order to assure that the development of

the Properties with future multiple ownership will not violate the Land Development Regulations of the City; furthermore, pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004, City and TRG-Alaska I have agreed to enter into this instrument in order to (1) waive setback requirements with respect to certain portions of the TRG Alaska Assemblage Property; (2) restrict the height of improvements on the City Property and limit the use of the City Property as set forth herein; and (3) allocate density and other development rights between the City Property and the TRG Alaska Assemblage Property, all pursuant to the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises, City and TRG-Alaska I hereby agree as follows:

1. The Properties will be developed in substantial accordance with the approved concept plan, after one has been submitted and approved under the City's land development regulations. No modification shall be effectuated in such concept plan or this covenant without the written consent of the then owner(s) of the phase or portion of the Properties for which modification is sought, or their successors, whose consent shall not be unreasonably withheld, and the Director of the City's Planning Department; provided the Director finds that the modification is in compliance with the land development regulations. Should the Director withhold such approval, the then owner(s) of the phase or portion of the Properties for which modification is sought shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida, (whichever by law has jurisdiction over such matters). Such application shall be in addition to all other required approvals necessary for the modification sought. Proposed modifications to the Properties' use, operation, physical condition or concept plan shall also be required to return to the appropriate development review board or boards for consideration of the effect on prior approvals and the affirmation, modification or release of previously issued approvals or imposed conditions.
2. If the Properties will be developed in phases, each phase will be developed in substantial accordance with the approved concept plan.
3. In the event of multiple ownerships subsequent to concept plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants. Pursuant to Section 118-5 of the Code of the City of Miami Beach, the Planning Director has determined that the following easements affecting the City Property are the only easements that will be required to be provided prior to the sale or transfer of the City Property, which easements shall be in substantially the forms attached as Exhibits "5" and "6" attached hereto, which exhibits are by this reference made a part hereof:
 - (a) easements burdening certain portions of the City Property and benefiting the TRG Alaska Assemblage Property for: (i) the right and privilege to enter upon the City Property to the extent necessary to construct certain improvements thereon; (ii) pedestrian and vehicular ingress and egress, passage and use to develop the TRG Alaska Assemblage Property and for staging, erection, construction (and reconstruction after

casualty or condemnation), alteration, improvement and repair of improvements to be constructed on the TRG Alaska Assemblage Property; (iii) pedestrian and vehicular ingress, egress, passage and use for maintenance of improvements to be constructed on the TRG Alaska Assemblage Property; and (iv) encroachment of foundations, overhangs or projections (such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like); and

(b) easements benefiting certain portions of the City Property and burdening the TRG Alaska Assemblage Property as follows: (i) to berm up to and landscape the southern façade of the parking garage to be built on the TRG Alaska Assemblage Property and/or to connect certain improvements to be built on the City Alaska Property onto the southern face of such parking garage, together with the right and privilege to remove at the City's cost and expense any decorative cladding from the southern face of such parking garage for such purposes, provided that the same does not adversely affect the structural integrity of such parking garage nor permit any access thereto by the City; and (ii) for encroachment of foundations, overhangs or projections (such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like).

4. TRG-Alaska I shall have the right to construct up to the property line of the City Property, without requirement of setbacks.
5. The use of the City Alaska Property and of the City Federal Triangle Property shall be limited to uses permitted by the "MR" (Marine Recreation) zoning category as it exists on the date hereof (but not as it may hereafter be amended) and which are set forth in Ordinance Nos. ____ **[TO BE INSERTED PRIOR TO EXECUTION OF DECLARATION-IN-LIEU]**, copies of which are attached hereto as Exhibit "7" which Exhibit is by this reference made a part hereof. City may erect, construct, create and locate improvements on the City Alaska Property and on the City Federal Triangle Property, provided the height of such improvements does not exceed the finished floor elevation of the pool deck, as measured from grade, on the roof of the garage to be constructed on the TRG Alaska Assemblage Property.
6. The use of the Washington Avenue Extension Property shall be limited to vehicular and pedestrian traffic and public roadway purposes.
7. TRG-Alaska I shall have the right to place underground utilities and drainage in the Washington Avenue Extension Property provided that City consents (which consent shall not be unreasonably withheld or delayed) to the location of such underground utilities and drainage, and such use of the Washington Avenue Extension Property by TRG-Alaska I will not in any way inhibit or frustrate the use of the Washington Avenue Extension Property as a public roadway.
8. TRG-Alaska I shall be permitted to include the Washington Avenue Extension Property in any zoning or planning calculations, including, without limitation, set backs, floor area ratio, lot size and/or frontage, with respect to the TRG Alaska Assemblage Property.

9. The parties acknowledge that the City Alaska Property and the portion of the TRG Alaska Assemblage Property legally described on Exhibit "8" attached hereto and made a part hereof (the "**TRG Alaska Property**") have an aggregate of 37,500 square feet of allowable floor area under the City code, which the parties hereby agree to allocate 28,000 to the City Alaska Property and 9,500 (net of required FAR for the pedestal, including stairs, elevators, mechanical and storage, if any) to the TRG Alaska Assemblage Property for MR zoning purposes (or residential purposes) as shown in the approved concept plan. Any additional square footage that might be obtained hereafter shall be allocated proportionately (i.e., 25.33% to the TRG Alaska Assemblage Property and 74.67% to the City Alaska Property).
10. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Properties and the Director of the Department of Planning, acting for and on behalf of the City of Miami Beach, Florida upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Properties for the purposes herein intended.
11. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Properties, with joinders by all mortgagees, if any; provided, however, that with respect to any portion of the respective properties for which a condominium, homeowners or other similar association(s) then exists the instrument of amendment or termination shall be executed by such association(s) in lieu of the fee owners of such portions(s) of the respective parcels and their mortgagees. Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Department of Planning or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release.
12. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
13. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
14. This Declaration shall be recorded in the public records of Miami-Dade County at TRG-Alaska I's expense.
15. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of

remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Signed, witnessed, executed and acknowledged on this _____ day of _____,
_____.

IN WITNESS WHEREOF, the Owners have caused these presents to be signed in their name by their proper officials.

WITNESSES:

TRG- ALASKA I:

TRG-ALASKA I, LTD., a Florida limited partnership

Print Name: _____

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ City Attorney	_____ Date
------------------------	---------------

_____ City Planning Director	_____ Date
---------------------------------	---------------

EXHIBIT “1”
CITY ALASKA PROPERTY

EXHIBIT “2”
CITY FEDERAL TRIANGLE PROPERTY

EXHIBIT “3”

WASHINGTON AVENUE EXTENSION PROPERTY

EXHIBIT “4”

TRG ALASKA ASSEMBLAGE PROPERTY

EXHIBIT “5”

ALASKA EASEMENTS TO TRG

**[CONSTRUCTION, STAGING, MAINTENANCE AND ENCROACHMENT
EASEMENT]**

EXHIBIT “6”

ALASKA EASEMENTS TO CITY

[ATTACHMENT, CLADDING AND ENCROACHMENT EASEMENT]

EXHIBIT "7"

MR (MARINE RECREATION) ORDINANCE

ORDINANCE NO. _____

[ORDINANCE NO. TO BE INSERTED PRIOR TO EXECUTION OF DECLARATION-IN-LIEU]

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 12, "MR-MARINE RECREATION DISTRICT," CLARIFYING PURPOSE, PROVIDING FOR ADDITIONAL MAIN PERMITTED USES AND PROHIBITING CERTAIN USES, AND EXCLUDING FROM FLOOR AREA REQUIRED PARKING FOR ADJACENT PROPERTIES; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," MODIFYING HEIGHT, NUMBER OF STORIES, SETBACKS, FLOOR AREA RATIOS AND ALLOWING REQUIRED PARKING IN THE CPS-1 AND CPS-3 ZONING DISTRICTS FOR DEFINED PROPERTIES, CLARIFYING HOW SUCH REQUIRED OR PUBLIC PARKING RELATES TO FLOOR AREA AND IS ALLOWED, AND FLOOR AREA IS DISTRIBUTED, THROUGH COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others, have initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM West Side Partners, Ltd.; and

WHEREAS, the Mayor and City Commission have heretofore approved a Settlement Agreement, in concept, by and between the City and East Coastline, West Side, and other related parties, with respect to the above-noted litigation, pursuant to Resolution No.2004-25509, adopted on February 25, 2004; and

WHEREAS, the Mayor and City Commission approved a formal Settlement Agreement to like effect, pursuant to Resolution No. _____, adopted on _____, 2004; and

WHEREAS, Section _____ of the Settlement Agreement provides, among other things, for consideration of a Concept Plan (the "Concept Plan") for the properties known as the Alaska Parcel, the Goodman Terrace and Hinson Parcels, Blocks 51 and 52 and Block 1 (the "Affected Properties"), by the Mayor and City Commission, and other City boards; and

Declaration of Restrictive Covenants

in Lieu of Unity of Title

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WHEREAS, the Concept Plan has undergone citizen review and numerous public meetings and workshops through an ad hoc committee of concerned citizens and has also been reviewed by the City staff, the Planning Board, and the Design Review Board, all of whom have recommended approval thereof; and

WHEREAS, the Concept Plan has been approved by the City Commission through the adoption of Resolution No. _____, passed and adopted on the ____ day of ____, 2004; and

WHEREAS, the developments contemplated by the Settlement Agreement and Concept Plan require certain changes to the City's Land Development Regulations; and

WHEREAS, this Ordinance is being adopted to allow implementation of that Settlement Agreement and Concept Plan through the adoption of certain changes to the Land Development Regulations to permit the developments contemplated in such Agreement and Plan to proceed; and

WHEREAS, these amendments to the Land Development Regulations were not required by the Settlement Agreement but were independently determined and recommended appropriate for adoption by the City staff and the Planning Board, based upon public input after public hearing, following all requirements of procedural due process attendant thereto; and

WHEREAS, full legal descriptions of the Affected Properties are contained in Exhibits attached to this Ordinance, and shortened descriptions of such properties will be codified in the amendments below.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 12, "MR-Marine Recreational Use", Section 142-511, "Purpose," and Section 142-512, "Main permitted uses," of the Land Development Regulations, are hereby amended to read as follows¹:

Sec. 142-511. Purpose.

The MR marine recreation district is a waterfront district designed to accommodate recreational boating activities, recreational facilities, accessory uses and service facilities.

Sec. 142-512. Main permitted uses.

The main permitted uses in the MR marine recreation district are marinas; boat docks; piers; etc. for noncommercial or commercial vessels and related upland structures; aquarium; restaurants; ~~and commercial uses;~~ parks; baywalks; public facilities; and required parking for adjacent properties not separated by road or alley. Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.

SECTION 2. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", Division 12, "MR- Marine Recreation Use", Section 142-515, "Development Regulations," of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-515. Development regulations.

There are no lot area, lot width or unit area or unit size requirements in the MR marine recreation district. The maximum floor area ratio, building height and story requirements are as follows:

¹ Underlining indicates insertions and strike-through indicates deletions.

Declaration of Restrictive Covenants

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- (1) Maximum floor area ratio is 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.
- (2) Maximum building height is 40 feet.
- (3) Maximum number of stories is four.

SECTION 3. Chapter 142, “Zoning Districts And Regulations”, Article II, “District Regulations”, Division 18, “PS Performance Standard District”, Section 142-698, of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-698. Commercial performance standard area requirements.

- (a) Definitions. For purposes of this district, the following parcels are defined as set forth below:
- (1) The “Block 51 Properties” shall mean Lots 5-9, 11, 12, 18-30 (and adjacent 10 ft. strip of land), Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (2) The “Block 51 Swap Property” shall mean Lot 4, Block 51, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (3) The “Block 52 Properties” shall mean Lots 4-11, Block 52, Ocean Beach Addition No. 3, PB2, Pg81, Public Records of Miami-Dade County.
 - (4) The “Block 1 Properties” shall mean Lots 1-3, 5-13 (and alley adjacent thereto), 17, Block 1, Ocean Beach Florida, PB2, Pg38, Public Records of Miami-Dade County.
 - (5) The “Goodman Terrace and Hinson Parcels” shall mean those properties commonly known as the Goodman Terrace and Hinson Parcels, located south of South Pointe Drive and West of Washington Avenue, whose legal description is on file in the City Clerk’s Office.
 - (6) The “Retail Parcel” shall mean the commercial building located south of South Pointe Drive, between Washington Avenue and the theoretical extension of Collins Avenue.

The commercial performance standard area requirements are as follows:

	Commercial Subdistricts			
Performance Standard	C-PS1	G-PS2	C-PS3	C-PS4
Minimum lot area	6,000 square feet	6,000 square feet	6,000 square feet	6,000 square feet
Minimum lot width	50 feet	50 feet	50 feet	50 feet
Maximum building height	40 feet; <u>75 feet for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties.</u>	50 feet--East of Lenox Avenue 75 feet--West of Lenox Avenue	Non-oceanfront—80; Oceanfront--100 feet	150
Maximum number of stories	<u>4; 8 for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties, and Block 1 Properties</u>	5--East of Lenox Avenue 7--West of Lenox Avenue	Non-oceanfront—8; Oceanfront—11	16
Maximum floor area ratio	<u>1.0; 1.5 for the Block 51 Properties and Block 52 Properties; 2.0 for the Block 1 Properties</u>	2.0	2.5	2.5

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	Commercial Subdistricts			
Performance Standard	C-PS1	C-PS2	C-PS3	C-PS4
Residential and /or hotel development	Pursuant to all R-PS2 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet.	Pursuant to all R-PS3 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet.	Pursuant to all R-PS4 district regulations except maximum floor area ratio shall be 2.5; <u>on the Goodman Terrace and Hinson Parcels, the FAR shall be that necessary to achieve 305,500 sq. ft. (estimated at 3.2 FAR), no height restriction 30 stories and 300 ft. height maximum for the Goodman Terrace and Hinson Parcels, and</u> open space ratio 0.60 measured at or above grade	Pursuant to all R-PS4 district regulations, except maximum floor area ratio shall be 2.5, no height restriction and open space ratio 0.60 measured at or above grade
Minimum apartment unit size (square feet)	New construction--650 Rehabilitated buildings--400	New construction--600 Rehabilitated buildings--400	New construction--550 Rehabilitated buildings--400	New construction--550 Rehabilitated buildings--400
<u>Minimum</u> Average apartment unit size (square feet)	New construction--900 Rehabilitated buildings--550	New construction--850 Rehabilitated buildings--550	New construction--800 Rehabilitated buildings--550	New construction--800 Rehabilitated buildings--550
Minimum floor area per hotel unit (square feet)	15% = 300--335 square feet; 85% = 335 + square feet in all districts.			
Minimum parking requirements	Pursuant to chapter 130 and section 142-702 requirement.			
Minimum off-street loading	Pursuant to chapter 130.			
Signs	Pursuant to chapter 138.			

Notwithstanding the above height restrictions, existing structures within a local historic district are subject to section 142-1161.

Notwithstanding the above floor area ratio limits, public parking provided by or to the City in excess of parking required for a specific use, and 75 spaces of required parking located on Block 51 for the Retail Parcel pursuant to a covenant under section 130-36, shall not be counted as permitted floor area. Further, the floor area on the Block 51 Properties and the Block 51 Swap Property may be distributed among such properties by covenant in lieu of unity of title.

SECTION 4. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", Division 18, "PS Performance Standard District", Section 142-699, "Setback requirements in the C-PS1, 2, 3, 4 districts," of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-699. Setback requirements in the C-PS1, 2, 3, 4 districts.

(a) The setback requirements in the C-PS1, 2, 3, 4 districts are as follows:

	Front	Side, Interior	Side, Facing a Street	Rear
--	-------	-------------------	--------------------------	------

Declaration of Restrictive Covenants

in Lieu of Unity of Title

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Subterranean	0 feet	0 feet	0 feet	0 feet
Pedestal and tower (non-oceanfront)	0 feet; <u>for residential, 5 feet; 20 feet from adjacent streets above the first 40 feet in height for the Block 1 Properties, Block 51 Properties, Block 51 Swap Property and Block 52 Properties.</u>	7.5 feet when abutting a residential district, otherwise none. Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	0 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	10 feet when abutting a residential district, otherwise--5 feet; <u>3.5 feet for the Block 1 Properties, Block 51 Properties, Block 51 Swap Property and Block 52 Properties.</u> Unless separated by a waterway--None
Pedestal and tower (oceanfront)	Pedestal--15 feet Tower--20 feet plus one foot for every one foot increase in height above 50 feet, to a maximum of 50 feet, then shall remain constant	Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	Commercial uses--10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	25% of lot depth, 75 feet minimum
Parking lots and garages	If located on the same lot as the main structure the above setbacks shall apply, if primary use the setbacks are listed in section 142-1132(n).			

(b) All required setbacks shall be considered as minimum requirements except for the pedestal front yard setback and the pedestal side yard facing a street setback, which shall be considered as both a minimum and maximum requirements, except for the Goodman Terrace and Hinson Parcels.

(c) For lots greater than 100 feet in width the front setback shall be extended to include at least one open court with a minimum area of three square feet for every linear foot of lot frontage, except for those properties located in the C-PS1 district described in Section 142-698 (a).

SECTION 5. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations," Division 18, "PS Performance Standard District", Section 142-700, "Mixed use buildings," of the Land Development Regulations, is hereby amended to read as follows:

Sec. 142-700. Mixed use buildings.

The calculation of setbacks and floor area ratio for mixed use buildings shall be as follows:

- (1) Setbacks. When more than 25 percent of the total area of a building in a C-PS district is used for residential or hotel units, any floor containing such units shall follow the R-PS1, 2, 3, 4 setback regulations.
- (2) Floor area ratio. When at least 75 percent of the linear frontage of the building at the ground floor level is used for commercial uses, the floor area ratio shall follow the range of the commercial district in which the building is located. In all other instances the floor area ratio range shall follow the floor area ratios as follows: In the C-PS1 district, the floor area ratio as set forth in the R-PS1 district; in the C-PS2 district, the floor area ratio as set forth in the R-PS2 district; in the C-PS3 district, the floor area ratio as set forth in the R-PS3 district; in the C-PS4 district, the floor area ratio as set forth in the R-PS4 district.
- (3) Notwithstanding the above, the properties defined in section 142-698(a), except the Retail Parcel, shall be governed by the development regulations in sections 142-698 and 142-699.

Declaration of Restrictive Covenants
in Lieu of Unity of Title
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SECTION 6. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 8. CODIFICATION. It is the intention of the City Commission that this Ordinance be entered into the Code, and it is hereby ordained that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect ten days after adoption.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

VERIFIED

PLANNING DIRECTOR

DATE

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY

DATE

Declaration of Restrictive Covenants

in Lieu of Unity of Title

Page 22

ORDINANCE NO. _____

[ORDINANCE NO. TO BE INSERTED PRIOR TO EXECUTION OF DECLARATION-IN-LIEU]

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE No. 2002-3370, WHICH CLARIFIED THE TEXT OF THE CITY OF MIAMI BEACH COMPREHENSIVE PLAN CONCERNING THE “MR-MARINE RECREATION” LAND USE DESIGNATION, BY AMENDING PERMITTED USES AND ADDING PROHIBITED USES, AND CLARIFYING THE RELATIONSHIP OF REQUIRED PARKING TO FLOOR AREA WITHIN SUCH DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on May 29, 2002, the City Commission of the City of Miami Beach adopted Ordinance No. 2002-3370, which amended the text of the City of Miami Beach Comprehensive Plan by adding a description of acceptable uses and densities and intensities of use, among other things, for certain property within the City that is designated “MR” (Marine Recreation) on the Future Land Use Map of the City; and

WHEREAS, thereafter, East Coastline Development, Ltd., pursuant to Section 163.3184(9) of Florida Statutes, initiated an administrative challenge to that Ordinance in the case styled East Coastline Development, Ltd. vs. City of Miami Beach and the Florida Department of Community Affairs, Case No. 02-3283GM; and

WHEREAS, both the City and East Coastline desire, without either admitting or denying any legal positions in the administrative proceeding, to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so and have agreed on a “Remedial Amendment” to the previously adopted text amendment; and

WHEREAS, pursuant to Section 163.3184(16), Florida Statutes, a proposed Compliance Agreement has been approved by the Miami Beach City Commission at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for such advertisements in Section 163.3184(15)(c), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Ordinance No. 2002-3370 of the City of Miami Beach is hereby amended by amending the text of the adopted City of Miami Beach Comprehensive Plan, Land Use Element, as follows:

Marine Recreation (MR)

Purpose: To provide development opportunities for existing and new recreational boating activities, recreational facilities, accessory uses and service facilities.

Uses which may be Permitted: Marinas; boat docks; piers; etc., for noncommercial or commercial vessels and related upland structures; aquarium, restaurants, commercial uses, parks, bay walks, public facilities required

Declaration of Restrictive Covenants
in Lieu of Unity of Title
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parking for adjacent properties not separated by road or alley;. Dance halls and entertainment establishments are not permitted as a main permitted or accessory use.

Intensity Limits: Intensity may be limited by such setback, height, floor area ratio, and/or other restrictions as the City Commission acting in a legislative capacity determines can effectuate the purpose of this land use category and otherwise implement complimentary public policy. However, in no case shall the intensity exceed a floor area ratio of 0.25, except that required parking for adjacent properties not separated by road or alley shall not be included in permitted floor area.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE. Within 30 days after receipt of this ordinance pursuant to the transmittal set forth below, the Department of Community Affairs shall determine whether this ordinance was adopted in accordance with the Compliance Agreement adopted this same date by the City Commission. If the Department so determines, it shall issue and publish a Notice of Intent to find the ordinance in compliance, after which East Coastline Development, Ltd., has 21 days within which to file a voluntary dismissal in litigation pending against the City before the Department of Administrative Hearings, styled East Coastline Development, Ltd., v. City of Miami Beach, Case no. 02-3283GM. This ordinance shall take effect one day following the filing of the notice of voluntary dismissal, or the resolution of any timely filed legal challenges to this ordinance.

SECTION 6. TRANSMITTAL. The City Clerk within 10 days of adoption of this ordinance shall transmit 3 copies to the Department of Community Affairs, and one copy each to the South Florida Regional Planning Council, any other unit of local or state government that has filed a written request for a copy of the ordinance, and a copy to East Coastline Development, Ltd.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

VERIFIED

CITY ATTORNEY

DATE
PLANNING DIRECTOR DATE

EXHIBIT “8”
TRG ALASKA PROPERTY

EXHIBIT J

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

ACCESS EASEMENT

This **ACCESS EASEMENT** ("Easement") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City") and **TRG-Alaska I, LTD.**, a Florida limited partnership, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("TRG-Alaska I").

RECITALS:

1. City is the owner of certain real property located in Miami Beach, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "City Property").

2. TRG-Alaska I is the owner of certain real property located in Miami Beach, Miami-Dade County more particularly described on **Exhibit "2"** attached hereto (the "TRG Property").

3. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska I, certain of its affiliates, City and other parties, dated _____, 2004 (the "Settlement Agreement"), City has agreed to grant this Easement to TRG-Alaska I.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easements.** City hereby grants, conveys, bargains and sells to TRG-Alaska I, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, a perpetual, non-exclusive easement, right and privilege of pedestrian and vehicular access, ingress, egress, passage and use on, over, through and across the City Property. TRG-Alaska I agrees not to build any overhead structures within the City Property.

3. **Security, Maintenance and Insurance.**

(a) The parties acknowledge and agree that the City Property is intended to be used and maintained in a safe and secure manner. City shall be responsible, at City's sole cost and expense, for the security and maintenance of the City Property.

(b) TRG-Alaska I shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the City Property under this Easement by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, TRG-Alaska I shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the City Property under this Easement by TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska I, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, TRG-Alaska I shall be entitled to select counsel of TRG-Alaska I's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska I, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the City Property by the by City, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, City shall defend any and all claims asserted against TRG-Alaska I, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the City Property by the City, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, City shall be entitled to select counsel of City's choice to defend the

claim, however, TRG-Alaska I shall be permitted, at TRG-Alaska I's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. City reserves unto itself, its successors and assigns, the perpetual right and privilege of unrestricted access to, over, across and in the City Property.

5. This Easement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Easement shall inure to the benefit of and be binding upon TRG-Alaska I, and its successors and assigns. The parties hereto acknowledge and agree that except for the foregoing successors and assigns, there are no third party beneficiaries under this Easement.

6. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Easement.

7. In the event of litigation arising out of the terms of this Easement or the use of the City Property, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

8. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

9. All of the parties have participated fully in the negotiation of this Easement, and accordingly, this Easement shall not be more strictly construed against any one of the parties hereto.

10. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

11. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed in full force and effect.

12. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

13. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska I have caused this Easement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA I, LTD., a Florida limited
partnership**

Print Name: _____

**By: TRG-Alaska I, Inc., a Florida
corporation, its sole general partner**

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, 200__ by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney _____
Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
CITY PROPERTY

EXHIBIT “2”

TRG PROPERTY

EXHIBIT L

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **TRG-ALASKA I, LTD.**, a Florida limited partnership, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, SUBJECT, HOWEVER, TO:

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

TRG-ALASKA I, LTD., a Florida limited partnership

By: TRG-Alaska I, Inc., a Florida corporation, its sole general partner

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as _____ of **TRG-Alaska I, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska I, Ltd.**, a Florida limited partnership, on behalf of said entities. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.
5. Terms, conditions and provisions of that certain Declaration of Restrictive Covenants in Lieu of Unity of Title dated as of the date hereof between Grantor and Grantee.

EXHIBIT M

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**Grantor**"), to **TRG-ALASKA III, LLC.**, a Florida limited liability company ("**Grantee**"), whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, **SUBJECT, HOWEVER, TO:**

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

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WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GRANTOR:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **THE CITY OF MIAMI BEACH**, a municipal corporation, on behalf of such entity. He/She [check one] ___ is personally known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **THE CITY OF MIAMI BEACH**, a municipal corporation, on behalf of such entity. He/She [check one] ___ is personally known to me, or ___ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT "1"

LEGAL DESCRIPTION

A portion of Lot 18 and the 10 foot walk adjacent thereto, Block 51 of the plot of OCEAN BEACH FLA. ADDITION NO. 3 as recorded in Plot Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

That portion of said Lot 18 and the 10 foot walk adjacent thereto lying Easterly and Northerly of the following described line; begin at a point on the Northerly line of said Lot 18, said point being 0.39 feet Easterly of the Northwestern corner of said Lot 18; thence S 12°-46'-09" E, parallel with and 0.39 feet Easterly of the Westerly line at said Lot 18 for 74.85 feet to a point of non-tangential curve leading to the left and concave to the Northeast, having a radius of 47.50 feet and whose radius point bears N 68°-24'-46" E; thence Southerly and Easterly through a central angle of 37°-27'-59" for an arc distance of 31.06 feet to a point on the Southerly line of said Lot 18 and on the Northerly line of a 10 foot walkway as shown on said plat of OCEAN BEACH FLA. ADDITION NO 3, said point being also a point of compound curve having a radius of 45.00 feet; thence Southerly and Easterly through a central angle of 23°-25'-51" for an arc distance of 18.40 feet to a point on the Southerly extension of the Easterly line of said Lot 18, said point being 9.78 feet Southerly of the Southeasterly corner of said Lot 18 and the TERMINAL POINT of the herein described line.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

A portion of Lots 29 and 30 and the 10 foot walk adjacent thereto, Block 51 of the plot of OCEAN BEACH ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Dade County, Florida, more particularly described as follows:

Begin at the Northwestern corner of said Lot 29; thence N 77°-13'-28" E along the Northerly line of said Lots 29 and 30 a distance of 55.15 feet to a point; thence S 00°-37'-13" W for a distance of 112.35 feet to a point on the Southerly line of a 10 foot walk shown on said plat of OCEAN BEACH ADDITION NO. 3; thence S 76°-52'-58" W along the Southerly line of said 10 foot walk a distance of 31.51 feet to its intersection with the Southerly extension of the Westerly line of said Lot 29; thence N 12°-46'-09" W along the said Southerly extension and along the Westerly line of said Lot 29 a distance of 110.02 feet to the POINT OF BEGINNING.

All of the above lying and being in Section 3, township 54 South, Range 42 East, City of Miami Beach, Dade County, Florida.

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT N

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Laura R. Gangemi, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

(Space Reserved for Clerk of Court)

Tax Folio No. _____

AIR RIGHTS CONSENT AND EASEMENT AGREEMENT

This **AIR RIGHTS CONSENT AND EASEMENT AGREEMENT** ("Consent and Easement Agreement") is made and entered into as of the ____th day of ____, 200__, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, the mailing address of which is 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City") and **TRG-Alaska III, LLC**, a Florida limited liability company, the mailing address of which is 2828 Coral Way, Penthouse, Miami, Florida 33145 ("TRG-Alaska III").

RECITALS:

1. TRG-Alaska III is the owner of certain lots located in Block 51 in the plat of OCEAN BEACH FLA. ADDITION No. 3, Plat Book 2 at Page 81, Miami-Dade County, Florida more particularly described on **Exhibit "1"** attached hereto (the "TRG Property").

2. Pursuant to the terms of that certain Settlement Agreement among TRG-Alaska III, certain of its affiliates, City and other parties, dated _____, 2004 (the "Settlement Agreement"), City has agreed to allow TRG-Alaska III to bridge over a certain alley (the "Alley") that is located in Block 51 and on which the TRG Property abuts.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

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2. **Consent to use of Airspace; Grant of Easement.** City hereby consents to the occupancy and use by TRG-Alaska III, and its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, of the airspace above the Alley that exists at the third, fourth and fifth floor levels of the improvements to be constructed on the TRG Property (the "**Airspace**"), and to the construction of improvements by TRG-Alaska III, its successors and assigns, within the Airspace, all subject to the terms and conditions of this Consent and Easement Agreement and subject to and limited in scope to improvements as contemplated in the concept plan approved by the City Commission. City further hereby grants, conveys, bargains and sells to TRG-Alaska III, and its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, mortgagees, occupants, tenants, licensees, guests, invitees and permittees, a perpetual, exclusive easement, right and privilege to occupy and use the Airspace, and to construct improvements within the Airspace, all subject to the terms and conditions of this Consent and Easement Agreement, and subject to and limited in scope to improvements as contemplated in the concept plan approved by the City Commission.

3. **Security, Maintenance and Insurance.**

(a) The parties acknowledge and agree that the Airspace is intended to be used and maintained in a safe and secure manner. TRG-Alaska III shall be responsible, at TRG-Alaska III's sole cost and expense, for the security and maintenance of the Airspace.

(b) TRG-Alaska III shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by City and resulting from, arising out of or incurred in connection with, use of the Airspace under this Easement by TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees, to the extent resulting from the intentional or negligent acts of TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In addition, TRG-Alaska III shall defend any and all claims asserted against City resulting from, arising out of or incurred in connection with, use of the Airspace under this Easement by TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees to the extent resulting from the intentional or negligent acts of TRG-Alaska III, and/or its successors and/or assigns, and/or their respective officers, employees, agents, contractors, subcontractors, occupants, tenants, licensees, guests, invitees or permittees. In such event, TRG-Alaska III shall be entitled to select counsel of TRG-Alaska III's choice to defend the claim, however, City shall be permitted, at City's cost and expense, to retain independent counsel to monitor the claim proceeding.

(c) TRG-Alaska III shall obtain and at all times during the term of this Consent and Easement Agreement obtain and maintain with respect to the Airspace comprehensive general and public liability insurance providing liability insurance against claims for personal injury, death or property damage, occurring on or about the Airspace, for at least a combined single limit for bodily injury, death and property damage liability of Five Million and No/100 Dollars (\$5,000,000) per occurrence.

All insurance provided for in this Paragraph 3(c) shall be effective under valid and enforceable policies issued by highly rated insurers of recognized responsibility which are licensed to do business in the State of Florida. All such companies shall be rated at least "A" as to management, and at least "Class X" as to financial strength on the latest edition of Best's Insurance Guide. Each insurance policy shall be marked "premium paid" or accompanied by other satisfactory evidence of payment of premiums.

All policies of insurance required by this Paragraph 3(c) shall indicate City as additional named insured. All insurance policies shall provide that no change, cancellation or termination shall be effective until at least thirty (30) days after written notice to the additional named insured.

(d) City shall be liable and responsible, to the extent permitted by law, for any costs, liabilities, claims or damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property incurred by TRG-Alaska III, its successors and/or assigns, and resulting from, arising out of, or incurred in connection with the use of the Airspace or the Alley by City, its successors and/or assigns, and/or their respective invitees, agents, employees, guests, lessees or licensees, unless caused by the negligence or intentional acts of TRG-Alaska III or its agents or TRG-Alaska III's successors or assigns. In addition, City shall defend any and all claims asserted against TRG-Alaska III, its successors and/or assigns, resulting from, arising out of, or incurred in connection with, use of the Airspace or the Alley by City, its successors and/or assigns, and/or their respective invitees, agents, employees, guests, lessees or licensees, unless caused by the negligence or intentional acts of TRG-Alaska III or its agents or TRG-Alaska III's successors or assigns. In such event, City shall be entitled to select counsel of City's choice to defend the claim, however, TRG-Alaska III shall be permitted, at TRG-Alaska III's cost and expense, to retain independent counsel to monitor the claim proceeding.

4. This Consent and Easement Agreement shall inure to the benefit of and be binding upon City, and its successors and assigns. This Consent and Easement Agreement shall inure to the benefit of and be binding upon TRG-Alaska III, and its successors and assigns, except that TRG-Alaska III or such successor or assignee, as the case may be, shall be released of all future obligations hereunder upon conveyance of its interest in the TRG Property; provided, however, that any such transferee of TRG-Alaska III or its successor or assignee, as the case may be, shall be bound by all such terms and conditions of this Consent and Easement Agreement. An assignment of TRG-Alaska III's rights hereunder shall only be effective if a specific written assignment is recorded in the Public Records of Miami-Dade County, Florida.

5. In the event of a default hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity, except for rescission, revocation or termination of this Consent and Easement Agreement.

6. In the event of litigation arising out of the terms of this Consent and Easement Agreement or the use of the Airspace under this Easement, the prevailing party will be entitled to reasonable attorneys' fees and costs at the trial level and all levels of appeal.

7. Upon prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

8. All of the parties have participated fully in the negotiation of this Consent and Easement Agreement, and accordingly, this Consent and Easement Agreement shall not be more strictly construed against any one of the parties hereto.

9. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties.

10. In the event any term or provision of this Consent and Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Consent and Easement Agreement shall be construed in full force and effect.

11. All of the Exhibits attached to this Consent and Easement Agreement are incorporated in, and made a part of, this Consent and Easement Agreement.

12. This Consent and Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereof to the extent in conflict herewith.

IN WITNESS WHEREOF, City and TRG-Alaska III have caused this Air Rights Consent and Easement Agreement to be executed in its name by its undersigned duly authorized officers and its corporate seal to be hereunto affixed, as of the ____th day of _____, 200__.

[Executions and Acknowledgments Appear on Following Page]

Signed sealed and delivered
in the presence of:

**TRG-ALASKA III, LLC, a Florida limited
liability company**

**By: TRG-Alaska Commercial, Ltd., a Florida
limited partnership, its sole member**

**By: TRG-Alaska Commercial, Inc., a
Florida corporation, its sole
general partner**

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, 200__ by _____, as _____ of **TRG-Alaska Commercial, Inc.**, a Florida corporation, as sole general partner of **TRG-Alaska Commercial, Ltd.**, a Florida limited partnership, the sole member of **TRG-Alaska III, LLC**, a Florida limited liability company, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CITY:

**CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation**

By: _____
MAYOR

Attest:

City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney _____
Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as Mayor of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this _____ day of _____, by _____, as City Clerk of **The City of Miami Beach**, a municipal corporation, on behalf of said entity. He/She [check one] _____ is personally known to me, or _____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”

TRG PROPERTY

EXHIBIT P

THIS DOCUMENT WAS PREPARED BY:

Laura Riso Gangemi, Esq.
Greenberg Traurig
1221 Brickell Avenue
Miami, Florida 33131

Property Identification No.: _____

Grantee Tax Identification No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered effective as of _____, 200__ by **MURANO TWO, LTD., a Florida limited partnership**, whose mailing address is c/o The Related Group of Florida, 2828 Coral Way, Penthouse Suite, Florida 33145 ("**Grantor**"), to **THE CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation ("**Grantee**"), whose mailing address is 1700 Convention Center Drive, Miami Beach, Florida 33139.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land located in Miami-Dade County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (the "**Property**");

TO HAVE AND TO HOLD the same together with all singular and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, in law or equity, to the proper use and benefit of the Grantee, its successors and assigns forever, SUBJECT, HOWEVER, TO:

See Exhibit "2" attached hereto and made a part hereof

AND Grantor does hereby specially warrant the title to the Property, subject to the foregoing matters, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is subject to the following additional terms and conditions which shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee:

1. No fences or barriers of any kind shall be erected, constructed, created or located on the Property or along the perimeter thereof.

2. The curb cut currently located on the eastern boundary of the Property may not be moved by the Grantee, or its successors or assigns, and its invitees, agents, employees, guests, lessees, licensees and contractors, including, without limitation, their respective lessees, licensees, contractors, guests, invitees, successors and assigns, without the prior written consent of the Grantor or its successors or assigns in title to the Property, which consent shall not be unreasonably withheld or delayed and, provided, further, that: (a) a limited access easement in favor of the owner(s) of the property legally described in Exhibit "3" attached hereto (the "Murano Grande Project") is executed and delivered to said owner(s) covering existing roadways currently located on the Property (as said roadways may be relocated, from time to time) so as to allow such owner(s) reasonably convenient, direct and continuous access for pedestrian and vehicular traffic via the curb cut to the "North Easement Area," as such term is defined in that certain Grant of Easements (150 Foot Easement Area) recorded on May 27, 1999 in Official Records Book 18626 at Page 4425 of the Public Records of Miami-Dade County, Florida, and the Murano Grande Project; and (b) such new curb cut is integrated with any future traffic signalization and median openings on Alton Road.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR:

MURANO TWO, LTD., a Florida limited partnership

Print Name: _____

By: _____
its sole general partner

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before this ____ day of _____, by _____, as _____ of _____ as sole general partner of **MURANO TWO, LTD.**, a Florida limited partnership, on behalf of said entities. He/She [check one] ____ is personally known to me, or ____ has produced evidence of his identity satisfactory to me.

Notary Public, State of Florida
[Notary Seal]

EXHIBIT “1”
LEGAL DESCRIPTION

EXHIBIT “2”

1. All conditions, restrictions, agreements, reservations, easements and covenants of record, without the intent to reimpose same.
2. Real estate taxes for the current year and any taxes and assessments levied or assessed subsequent to the date hereof.
3. Zoning, planning and land use ordinances enacted by governmental authorities, and other requirements imposed by governmental authorities.
4. Matters that would be disclosed by an accurate survey and inspection of the Property.

✓

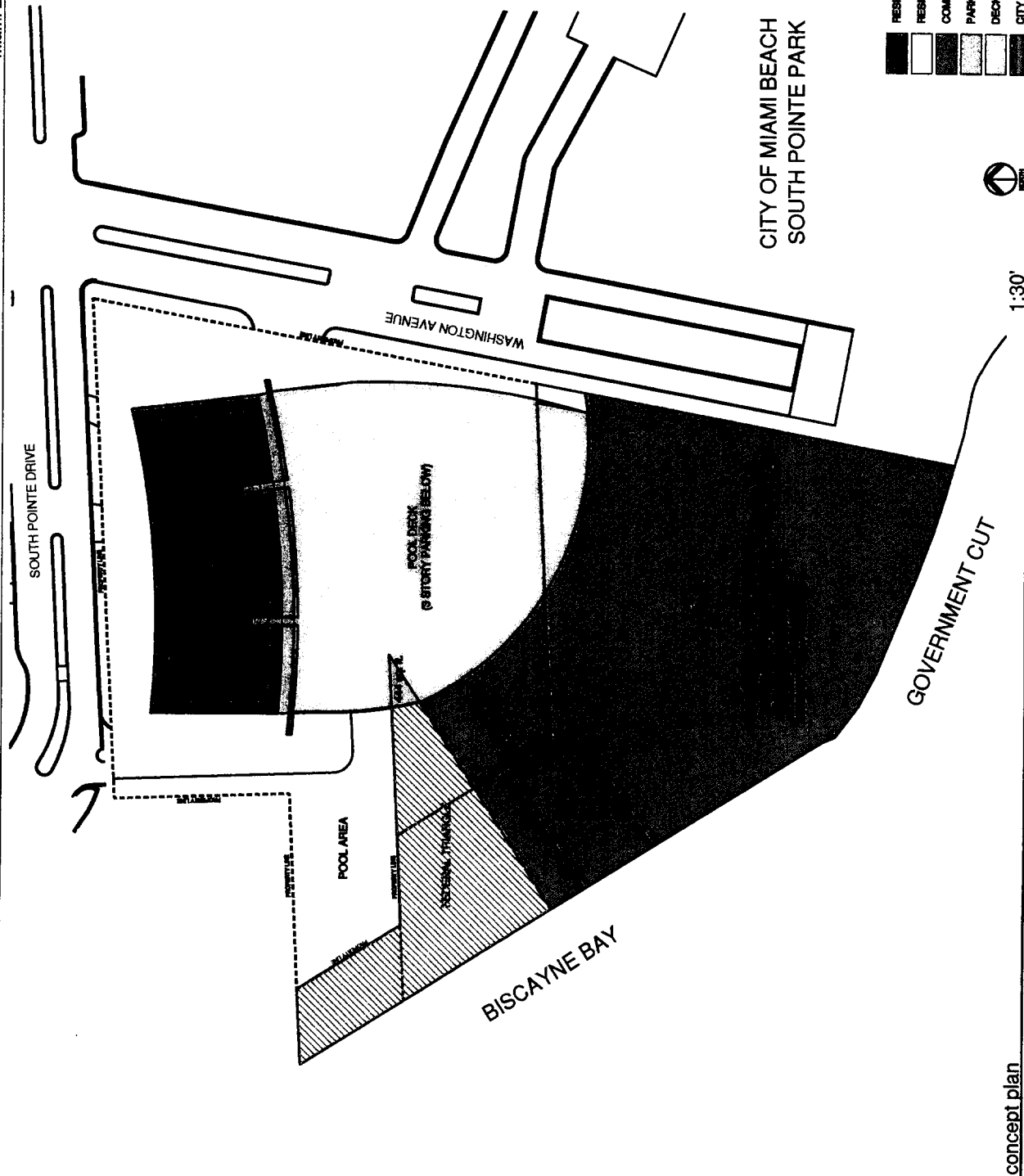
EXHIBIT “3”

LEGAL DESCRIPTION – MURANO GRANDE PROJECT

location plan

1:80'

The Sieger Suarez Architectural Partnership
 1000 Boulevard 700, Suite 1000, Fortville, WI 53126 262/791-0700
 262/791-0700 FAX 262/791-0700

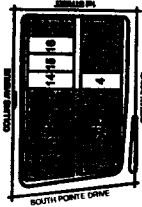


- RESIDENTIAL TOWER
- RESIDENTIAL FEDERAL
- COMMERCIAL
- PARKING
- DECK
- CITY LAND
- EXISTING CITY LAND

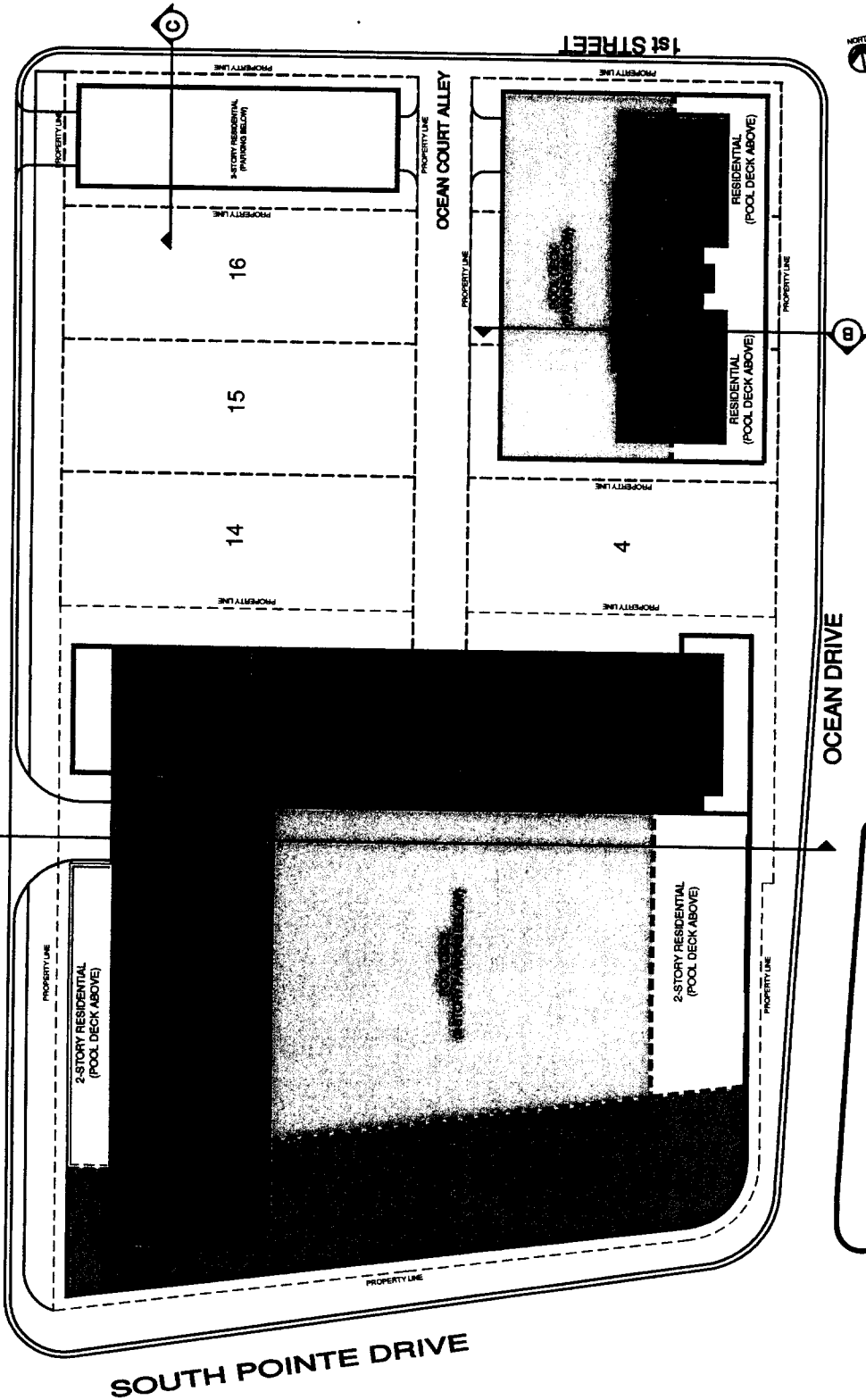


Block 1
Miami Beach, FL

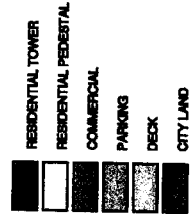
COLLINS AVENUE



KEY PLAN



OCEAN DRIVE

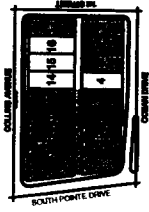


concept plan

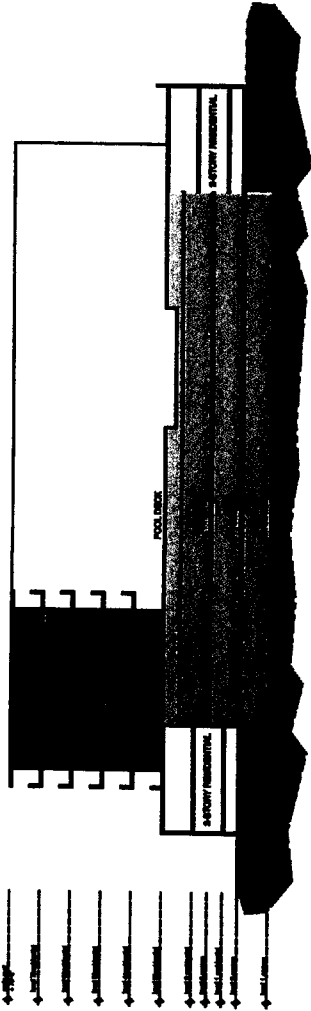
1/16"

The Sieger Suarez Architectural Partnership

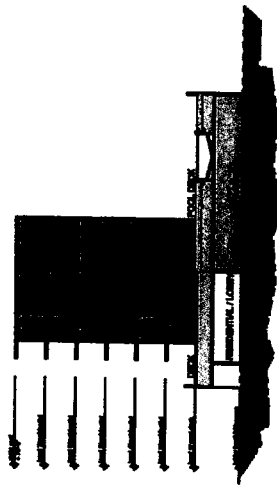
2017.04.10
2017.04.10
2017.04.10



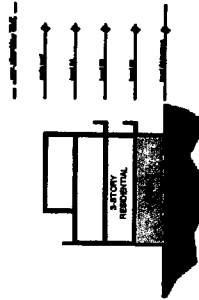
KEY PLAN
1/16"



section 'A' 1/16"

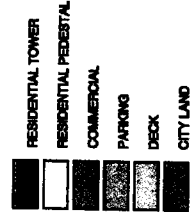


section 'B' 1/16"

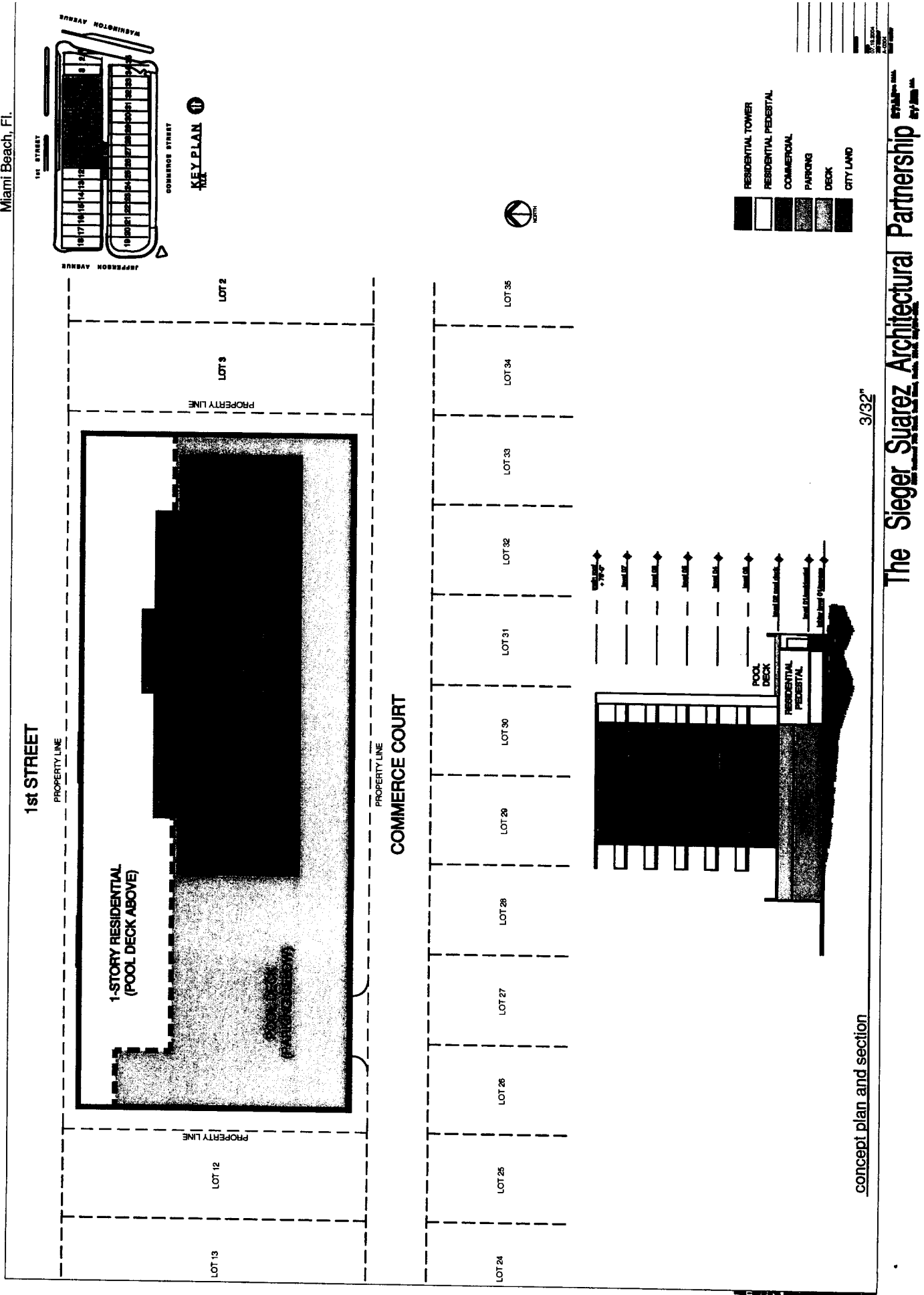


section 'C' 1/16"

concept sections 1/16"

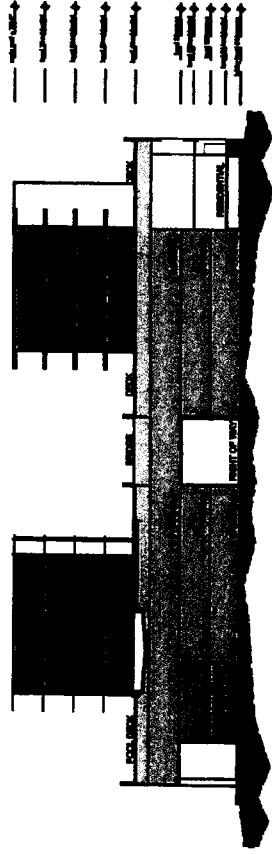
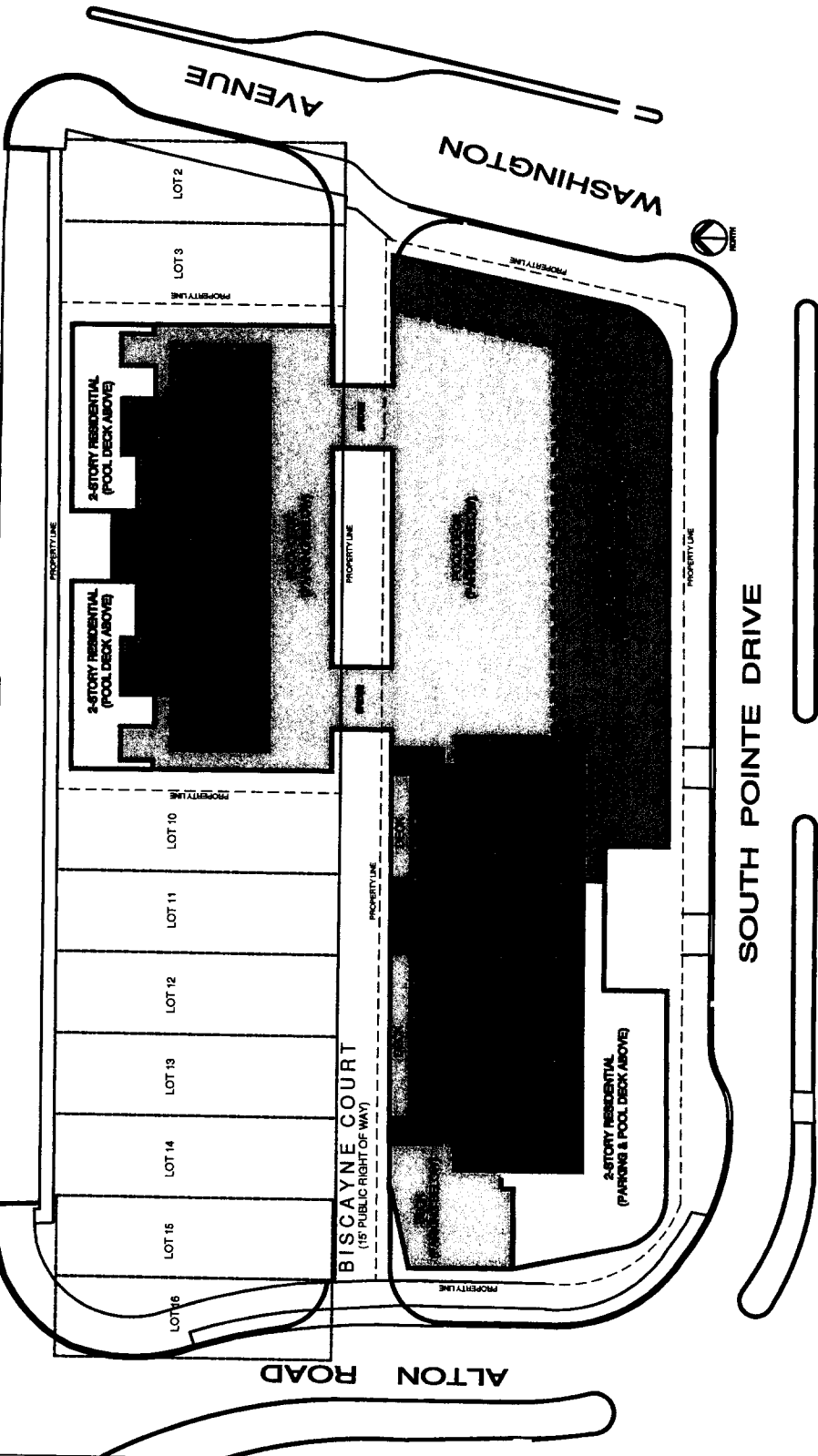
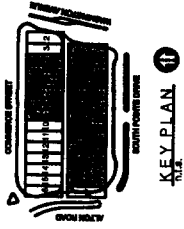


Block 52-Lots 4-11
Miami Beach, Fl.



Block 51
Miami Beach, Fl.

COMMERCE STREET



concept plan and section

1/16"

RESIDENTIAL TOWNHOMES	RESIDENTIAL TOWNHOMES
RESIDENTIAL PERIMETER	RESIDENTIAL PERIMETER
COMMERCIAL	COMMERCIAL
PARKING	PARKING
DECK	DECK
CITY LAND	CITY LAND

The Sieger Suarez Architectural Partnership

STY/AS/MS
07/2002

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A resolution authorizing the execution of an agreement with MC Harry Associates in the amount of \$657,072 for A/E professional services and other direct costs required for the Collins Park Cultural Center Improvement Project; and appropriating funds in the amount of \$56,514 from Parking Funds; Accepting and Appropriating a \$20,000 donation from the Banana Republic Foundation for the renovation of the Rotunda.

Issue:

Shall the Mayor and City Commission authorize the execution of an agreement with MC Harry Associates in the amount of \$657,072 (See attachments A, B & C) for A/E professional services required for the Collins Park, Parking Lot, Streetscape Improvements, and Rotunda Renovation?

Item Summary/Recommendation:

Robert AM Stern Architects was hired initially to design the Regional Library, Collins Park and Cultural Campus Streetscape projects, with the design to proceed in Phases. Unfortunately at the time the Collins Park Phase was ready to begin, agreement on a complete and satisfactory amount was not achieved between the Administration and Stern for the implementation of the master plan design. The Collins Park Oversight Committee made a recommendation on January 16, 2004 to terminate all negotiations with Stern and add the scope for the Design phase of Collins Park, Parking Lot and Streetscape to the Rotunda Renovation Request for Qualification (RFQ) No 02-03/04 and to do both Projects at the same time with a single consultant.

Responses to the RFQ were received by the opening date of February 27, 2004. The Evaluation Committee met and ranked MC Harry Associates as the top firm and the City Commission authorized the Administration to negotiate a fee on April 14, 2004. Substantial agreement was reached on the scope and fees for the project. City Staff negotiated a total planning, design and construction administration services and reimbursable fee of \$657,072 (See attachment A, B, and C). The fee represents approximately 11% of the total overall construction project estimate of \$5.5 million. The Administration believes the proposed fee is appropriate for the effort required during the planning, design and construction administration phases.

The Administration recommends that MC Harry be awarded a total A/E fee and direct costs of \$657,072.

Advisory Board Recommendation:

The G.O. Bond Committee gave their recommendation to this item at the July 12, 2004 meeting.

Financial Information:

Source of Funds:	Amount		Account	Approved
	1	\$ 20,000	Banana Republic Foundation Grant	
	2	\$ 56,514	Parking Funds	
	3			
	4			
	Total	\$ 76,514		

City Clerk's Office Legislative Tracking:

Luz Maria Ciccio

Sign-Offs:

Department Director	Assistant City Manager	City Manager

S-CollPKSt II-02-07282004-LMC-01

AGENDA ITEM

R7B

DATE

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AWARDED A PROFESSIONAL SERVICE AGREEMENT TO MC HARRY FOR PLANNING, DESIGN, BID/AWARD AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COLLINS PARK CULTURAL CENTER IMPROVEMENT PROJECT, IN THE AMOUNT OF \$657,072; APPROPRIATING \$56,514 FROM PARKING FUNDS FOR SAID AGREEMENT; ACCEPTING AND APPROPRIATING A \$20,000 DONATION FROM THE BANANA REPUBLIC FOUNDATION FOR THE RENOVATION OF THE ROTUNDA.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

FUNDING

The Administration recommends appropriating funding in the amount of \$56,514 from Parking Funds. Also, the City was given a \$20,000 donation from the Banana Republic Foundation to fund the A/E fee for the renovation of the Rotunda that need to be appropriated. Additional funds in the amount of \$108,659 were previously appropriated from GO Bond funds allocated to this project. The Administration is seeking an appropriation of \$471,899 in City Center RDA TIF funds elsewhere on this agenda to fully fund this agreement.

ANALYSIS

On September 23, 1998 the Mayor and City Commission adopted Resolution No.98-22904, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Robert A.M. Stern Architects (Stern) for the Architectural and Engineering Design of a Regional Library, and a Master Plan for Collins Park and the Cultural Campus Streetscape. On January 6, 1999, the Mayor and City Commission authorized appropriation of the funding necessary to implement the Agreement with Stern for the project.

On November 2, 1999 the voters of Miami Beach approved the issuance of an approximately \$92 Million General Obligation Bond, which included recommended improvements for complete renovation of Collins Park. \$1.8 million was allocated for the costs for the renovation.

The Administration and Stern agreed to negotiate and proceed with project design in Phases. Approval was given to Stern to complete the Design and Construction Drawings of the Regional Library, the Master Plan for Collins Park, and Cultural Campus Streetscape.

When the Collins Park Phase was ready to begin, the City and Stern could not reach an agreement on a fair market price for the implementation of the master plan design. Stern requested a total fee of \$774,785 for the design of Collins Park, which did not include the Rotunda. In comparison, MC Harry Associates' fee for Collins Park, including the Rotunda is \$657,072. The Collins Park Oversight Committee made a recommendation on January 16, 2004 to terminate all negotiations with Stern, add the scope for the Design phase of Collins Park, Parking Lot and Streetscape to the Rotunda Renovation Request for Qualifications (RFQ) No. 02-03/04 and to do both Projects at the same time with a single consultant.

RFQ No. 02-03/04 for the Rotunda Renovation Project was issued on October 29, 2003. On February 9, 2004 Addendum No. 4 to the RFQ was issued, which included the additional scope of work for the design of renovations to Collins Park. The project scope added to the RFQ through Addendum No. 4 included renovations to Collins Park, the Parking Lot to the East of the park, and adjacent Streetscape Improvements. The scope of services for this portion of the project will include planning, design, bidding, and construction administration services, and are further detailed below.

- Collins Park

Renovation of existing park includes landscaping, irrigation, lighting, hardscape, including but not limited to curbs, sidewalk, drainage and ADA ramps, and street furniture as described in the Collins Park Master Plan originally prepared by the Architectural firm of Robert A.M. Stern. Design must include coordinated design documents for the installation of proposed Art-In-Public Places opportunities.

- 21st Street Parking Lot

Renovation of existing parking lot, including new landscaping, irrigation, lighting, and proposed hardscape improvements, including but not limited to curbs, sidewalks, drainage and ADA ramps. Design may include a transition area and pavilion between parking lot and existing beach (public restroom and beach walk).

- Streetscape

Renovation of existing streetscape including replacement of existing sidewalks, lighting, irrigation, landscaping, street paving, street furniture, drainage and waterline improvement. Streetscape improvements should compliment and be consistent with the surrounding area improvements and the Collins Park Master Plan.

It is estimated that the total cost for construction of these desired improvements will be approximately \$5.5 million, to be funded mainly from the 1999 General Obligation Bond funds, City Center Redevelopment Agency (RDA) Tax Increments Funds (TIF), and Parking Enterprise Funds. It is important to note that only the Collins Park portion of the project can be funded with the 1999 General Obligation funds.

Responses to the RFQ were received by the opening date of February 27, 2004. The Evaluation Committee met and ranked MC Harry Associates (MC Harry) as the top firm and the City Commission authorized the Administration to negotiate a fee on April 14, 2004. Initial negotiation sessions were held in May and June 2004 and substantial agreement was reached on the scope and fees for the project.

City staff negotiated a total planning, design and construction administration services and reimbursable fee of \$657,072. The breakdown of this fee by man-hours is provided in Attachment A, by phase (Planning, Design, Bid/Award and Construction Administration) in Attachment B, and an outline of MC Harry's schedule of hourly rates is provided in Attachment C. This fee represents approximately 11% of the total overall construction project estimate of \$5.5 million.

Construction Administration services, in the amount of \$168,148, are included in the negotiated fee. This amount results in a cost of \$13,000 per month for the services provided by the consultant during construction based on an estimated construction timeframe of thirteen (13) months. MC Harry has agreed to include two months of additional Construction Administration services at no additional cost to the City if the Project exceeds the estimated schedule of thirteen (13) months. After the additional two months, MC Harry and the City have agreed that the consultant will provide additional services at a not to exceed cost of eighty percent (80%) of the monthly cost of Construction Administration services established in the negotiated fee. This will result in additional services at a not to exceed an estimated cost of \$10,000 per month if the construction schedule were to be delayed. The Consultant declined to price an unlimited Construction Administration term.

The final duration on the construction schedule will be determined during negotiations on the final language of the Agreement with MC Harry. At that time the final cost for the monthly charges on Construction Administration services will be included in the Agreement. The City believes this to be a fair approach to account for possible delays in the construction process. Any Construction Administration services due to delays deemed to be the responsibility of MC Harry will be provided by the consultant at no cost. Based on the above, the Administration recommends the proposed fee as appropriate for the effort required during the planning, design and construction administration phases.

CONCLUSION

Therefore, the Administration recommends that the Mayor and City Commission approve the award of the Architectural and Engineering Services Agreement in the amount of \$657,072 to the firm of MC Harry Associates and appropriate the necessary funding for the Agreement.

T:\AGENDA\2004\Jul2804\Regular\Commission Memo -Collins Park Cultural Center.doc

Project; Collins Park / Rotunda
Breakdown of Fee

Estimate of Man-hrs:

Page 1 of 3

Project; Collins Park / Rotunda
Breakdown of Fee

305-445-3765

Page 2 of 3

June 30, 2004

Project: Collins Park / Rotunda
Breakdown of Fee

McHarry Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
305-445-3765

305-445-3765

Estimate of Man-hrs: Basis for Lump Sum Fee														
Rate	Arch		Struct		MEP		Landscape		Civil		Engr.	Tech		
	Principal	Proj Mgr	CADD	Principal	Proj Mgr	CADD	Principal	Proj Mgr	CADD	Principal			Proj Mgr	
	\$ 150	\$ 110	\$ 65	\$ 125	\$ 80	\$ 50	\$ 125	\$ 80	\$ 50	\$ 125	\$ 80	\$ 100	\$ 85	\$ 70
4 Construction Administration Services [365 DAYS]														
4.1 PRE-CONSTRUCTION CONFERENCE		8												
4.2 WEEKLY CONSTRUCTION MEETINGS	3	25	183	1	5	1	1	8			4	2	4	-
4.3 REQUESTS FOR INFORMATION (RFI)	6	56	412	1	11	2	2	17			62	-	146	20
4.4 REQUESTS FOR CHANGE ORDERS	1	6	46	0	1	0	0	2			140	-	328	20
4.5 PROCESSING OF SHOP DRAWINGS	1	12	92	0	2	0	0	4			16	-	38	20
4.6 FIELD OBSERVATION SERVICES	3	25	183	1	5	1	1	8			31	-	73	12
4.7 PROJECT CLOSEOUT	1	6	46	0	1	0	0	2			6	-	146	12
NEGOTIATION ADJUSTMENTS (remove detailed on-site inspections for asphalt and road work)														
Sub-Total Task 4 - hours	2,882	15	138	3	25	4		41			324	8	487	88
Sub-Total Task 4 - fee	\$ 188,148	\$ 2,250	\$ 15,187	\$ 375	\$ 2,000	\$ 200	\$ 500	\$ 3,280	-	\$ 375	\$ 25,832	\$ 400	\$ 48,735	\$ 7,480
	28%	23%	47%	11%	22%		10%		2%		38%	16%		46%
Total Tasks 1 thru 4 - hours	6,854	327	1,571	18	268	28	18	468	-	18	681	318	42	351
Total Tasks 1 thru 4 - fee	\$ 49,050	\$ 172,617	\$ 119,162	\$ 1,250	\$ 21,440	\$ 1,000	\$ 2,000	\$ 37,280	-	\$ 2,251	\$ 52,892	\$ 15,900	\$ 5,250	\$ 29,835
TOTAL BASIC SERVICE FEE	\$ 597,972	\$ 341,048	\$ 223,690	100%	\$ 39,280	100%	\$ 71,043	100%	\$ 122,610	100%	\$ 28,835	100%	\$ 19,390	\$ 122,610
5 ADDITIONAL SERVICES														
1.5.2 COMMUNITY DESIGN WORKSHOP NO. 2 - OPTIONAL SERVICE														
ADDITIONAL DESIGN TIME														
2ND CDW REVIEW MEETING	8	16	40	4			4				8	0	8	4
2ND COMMUNITY WORKSHOP	8	8	0	0	0	0	0	0	0	0	4	0	4	0
FINALIZE AND REVIEW DDR REVISED	8	8	8	0	0	0	0	0	0	0	6	0	4	0
Total Fee Additional Service	257	24	40	64	1	18	18	4	1	1	6	16	2	4
Total Fee Additional Service	\$ 21,745	\$ 3,600	\$ 4,400	\$ 4,160	\$ 125	\$ 800	\$ 600	\$ 125	\$ 640	\$ -	\$ 24	\$ 39	\$ 20	\$ 12
5 On-Site Inspections for Civil Work beyond normal periodic site visits														
Inspections for Asphalt Paving Work														
Administrational Coordination													250	
Total Hours Additional Service	278			25										
Total Fee Additional Service	\$ 28,825	\$ -	\$ 1,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -
6 OTHER DIRECT COSTS														
6.1 Reproduction Costs	\$10,000													
6.3 Surveying	\$30,000													
6.4 Geotechnical Engineering	\$10,000													
6.5 Underground Utility Verification	\$10,000													
	\$60,000.00													

Schedule "B"
Itemized schedule of compensation

Phase	FEE/PHASE	FEE/SECTION
1 Planning Services (Schematic)	\$54,513.00	
SECTION 1 Streetscape	39%	\$21,491.00
SECTION 2 Parking Lot	7%	\$4,087.00
SECTION 3 Collins Park	23%	\$12,581.00
SECTION 4 Rotunda	30%	\$16,354.00
2a Design Development	\$133,248.00	
SECTION 1 Streetscape	40%	\$53,407.00
SECTION 2 Parking Lot	8%	\$10,157.00
SECTION 3 Collins Park	23%	\$31,264.00
SECTION 4 Rotunda	29%	\$38,420.00
2b Construction Documents	\$218,975.00	
SECTION 1 Streetscape	39%	\$84,979.00
SECTION 2 Parking Lot	7%	\$16,161.00
SECTION 3 Collins Park	23%	\$49,745.00
SECTION 4 Rotunda	31%	\$68,090.00
3 Bidding & Award Services	\$22,188.00	
SECTION 1 Streetscape	45%	\$9,997.00
SECTION 2 Parking Lot	9%	\$1,901.00
SECTION 3 Collins Park	26%	\$5,852.00
SECTION 4 Rotunda	20%	\$4,438.00
4 Construction Administration Services [365 DAYS]	\$168,148.00	
SECTION 1 Streetscape	45%	\$75,761.00
SECTION 2 Parking Lot	9%	\$14,408.00
SECTION 3 Collins Park	26%	\$44,349.00
SECTION 4 Rotunda	20%	\$33,630.00
SUB TOTAL BASIC SERVICE FEE		\$ 597,072.00

OTHER DIRECT COSTS

Reproduction Costs	\$10,000.00	
SECTION 1 Streetscape	41%	\$4,100.00
SECTION 2 Parking Lot	8%	\$800.00
SECTION 3 Collins Park	24%	\$2,400.00
SECTION 4 Rotunda	27%	\$2,700.00
Surveying	\$30,000.00	
SECTION 1 Streetscape	45%	\$13,500.00
SECTION 2 Parking Lot	15%	\$4,500.00
SECTION 3 Collins Park	24%	\$7,225.00
SECTION 4 Rotunda	16%	\$4,775.00
Geotechnical Engineering	\$10,000.00	
SECTION 1 Streetscape	25%	\$2,500.00
SECTION 2 Parking Lot	25%	\$2,500.00
SECTION 3 Collins Park	0%	\$0.00
SECTION 4 Rotunda	50%	\$5,000.00
Underground Utility Verification	\$10,000.00	
SECTION 1 Streetscape	50%	\$5,000.00
SECTION 2 Parking Lot	20%	\$2,000.00
SECTION 3 Collins Park	20%	\$2,000.00
SECTION 4 Rotunda	10%	\$1,000.00
SUB TOTAL OTHER DIRECT COSTS		\$60,000.00
Total Professional Services and Expenses		\$ 657,072.00

Schedule "B"
Itemized schedule of compensation

Phase	FEE/PHASE	FEE/SECTION
SUMMARY OF FEES BY SECTION		
		\$597,072.00
SECTION 1 Streetscape	41%	\$245,635.00
SECTION 2 Parking Lot	8%	\$46,714.00
SECTION 3 Collins Park	24%	\$143,791.00
SECTION 4 Rotunda	27%	\$160,932.00
SUMMARY OF DIRECT COSTS BY SECTION		
		\$60,000.00
SECTION 1 Streetscape	42%	\$25,100.00
SECTION 2 Parking Lot	16%	\$9,800.00
SECTION 3 Collins Park	19%	\$11,625.00
SECTION 4 Rotunda	22%	\$13,475.00
SUMMARY ALL FEES and DIRECT COST		
		\$657,072.00
SECTION 1 Streetscape	41%	\$270,735.00
SECTION 2 Parking Lot	9%	\$56,514.00
SECTION 3 Collins Park	24%	\$155,416.00
SECTION 4 Rotunda	27%	\$174,407.00

July 2004
Collins Park Cultural Center Project

M.C. Harry Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
305 445 3765

Schedule "C"
Schedule of Hourly Rates

	BILLING RATE
PRINCIPAL	\$ 150.00
Project Manger - Senior	\$ 126.00
Project Manger	\$ 111.00
Engineer	\$ 126.00
Architect	\$ 99.00
Engineer	\$ 99.00
Senior Inspector	\$ 87.00
Specifications Writer	\$ 78.00
Inspector	\$ 69.00
Technical Drafting - Senior	\$ 67.00
Technical Drafting	\$ 58.00
Architect / Engineer Intern	\$ 41.00
Clerical / Administrative	\$ 45.00

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

City Manager authority during the period of July 28, 2004 through September 8, 2004.

Issue:

Shall the City Commission authorize the City Manager, or his designee, with authority to select, negotiate, renew, award and reject all bids, contracts, agreements, purchase orders, change orders and grant applications during the period of July 28, 2004 through September 8, 2004?

Item Summary/Recommendation:

Between the last meeting on July 28, 2004, and the first regularly scheduled meeting on September 8, 2004, the City Commission will not be in session. During this period there may be bids or contracts in excess of the \$25,000, which may need to be rejected, awarded or terminated.

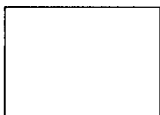
Based on the above, it is requested, that the City Manager, or his designee, be authorized to sign all contracts, agreements, purchase orders, change orders, and grant applications; renew any existing contracts, for an appropriate period of time; terminate existing contracts, as needed, from the last Commission meeting on July 28, 2004, until the first regularly scheduled Commission meeting on September 8, 2004, subject to ratification by the City Commission at its first regularly scheduled meeting on September 8, 2004.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A


Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL	PDW	JMG 

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AGENDA ITEM R7C
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO SELECT, NEGOTIATE, AWARD AND REJECT ALL BIDS, CONTRACTS, AGREEMENTS, PURCHASE ORDERS, CHANGE ORDERS AND GRANT APPLICATIONS; RENEW EXISTING CONTRACTS WHICH MAY EXPIRE; TERMINATE EXISTING CONTRACTS AS NEEDED; FROM THE LAST COMMISSION MEETING ON JULY 28, 2004, UNTIL THE FIRST REGULARLY SCHEDULED COMMISSION MEETING ON SEPTEMBER 8, 2004, SUBJECT TO RATIFICATION BY THE CITY COMMISSION AT ITS FIRST REGULARLY SCHEDULED MEETING ON SEPTEMBER 8, 2004.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Between the last meeting on July 28, 2004, and the first regularly scheduled meeting on September 8, 2004, the City Commission will not be in session. During this period there may be bids or contracts in excess of the \$25,000, which may need to be rejected, awarded or terminated.

Based on the above, it is requested, that the City Manager, or his designee, be authorized to sign all contracts, agreements, purchase orders, change orders, and grant applications; renew any existing contracts, for an appropriate period of time; terminate existing contracts, as needed, from the last Commission meeting on July 28, 2004, until the first regularly scheduled Commission meeting on September 8, 2004, subject to ratification by the City Commission at its first regularly scheduled meeting on September 8, 2004.

Attached is a list of projects that are currently out for bid and/or evaluation process that may be awarded or rejected.

Since this authorization is necessary to ensure that essential services and projects continue during the period between the last Commission meeting on July 28, 2004, until the first regularly scheduled Commission meeting on September 8, 2004, it is recommended that the City Commission adopt this Resolution.

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, GRANTING A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE EXISTING LIBRARY AT COLLINS PARK.

Issue:

Shall the City Commission grant a Certificate of Appropriateness for Demolition of the existing library at Collins Park?

Item Summary/Recommendation:

On September 23, 1998, the Mayor and City Commission adopted resolution No. 98-22904, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Robert A. M. Stern Architects (Stern) for the architectural and engineering design of a new Regional Library. On April 10, 2002, the Mayor and City Commission accepted a recommendation from the Administration and adopted Resolution No. 2002-24828 awarding the construction contract for the Project to The Tower Group. On May 13, 2002, The Tower Group was given Notice to Proceed and construction began on the new library. At this time, the new library is expected to obtain Final Certificate of Occupancy and Final Completion in August 2004. In preparation for the completion of this project and the eventual need for the demolition of the existing library, the City contracted with the firm of Edward Lewis Architects (ELA) on February 23, 2004, to prepare demolition and Rotunda conservation contract documents for after the demolition. ELA completed documents and presented them to the Historic Preservation Board (HPB) to request the Certificate of Appropriateness for Demolition of the existing library. The HPB reviewed the request at their May 11, 2004 meeting and issued an Order approving the demolition with some minor provisions. The City intends to price the demolition of the existing library and conservation of the Rotunda with one of the City's contractors under the Job Order Contract Program (JOC) as soon as the final documents are completed and the City Commission approves the Certificate of Appropriateness for Demolition consistent with the HPB Order. Because concerns have been raised regarding the area being in construction during the Art Basel event in early December 2004, the City is considering delaying the demolition and conservation of the Rotunda until after early January. This decision will be made when all information regarding costs and schedules is finalized. The Administration recommends that the Mayor and City Commission grant a Certificate of Appropriateness for Demolition of the existing library at Collins Park.

Advisory Board Recommendation:

N/A



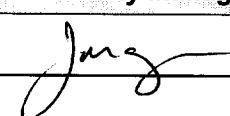
Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Jorge E. Chartrand

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH 	CMC 	

M-Rotunda-02-07282004-JECh

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AGENDA ITEM R7D

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, GRANTING A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE EXISTING LIBRARY AT COLLINS PARK, A BUILDING DESIGNATED NON-CONTRIBUTING, LOCATED AT 2100 COLLINS AVE., IN ORDER TO RESTORE AND RENOVATE COLLINS PARK AND THE ROTUNDA BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On September 23, 1998, the Mayor and City Commission adopted Resolution No. 98-22904, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Robert A. M. Stern Architects (Stern) for the architectural and engineering design of a Regional Library, a 400-space Parking Garage, and Park and Streetscape Improvements in the area surrounding Collins Park.

On January 6, 1999, the Mayor and City Commission authorized appropriation of the funding necessary to implement the Agreement with Stern and authorized an amendment, which reflected the change in scope, deleting the Parking Garage and adding the surface lots. This Agreement included in the Master Plan the demolition of the existing library at the completion of the new building.

On November 2, 2001, the Regional Library documents were advertised for bid. Six bids were received on December 19, 2001. On April 10, 2002, The Mayor and City Commission accepted a recommendation from the Administration and adopted Resolution No. 2002-24828 awarding the construction contract for the Project to The Tower Group.

On May 13, 2002, The Tower Group was given Notice to Proceed and Construction began on the new library. The Regional Library Project was granted a Temporary Certificate of Occupancy in June 8, 2004 and the contractor is expected to be granted Substantial

Completion in July 2004. At this time the new library is expected to obtain a Final Certificate of Occupancy and Final Completion in August 2004. In preparation for the completion of this Project, and the eventual need for the demolition of the existing building, the City contracted with the firm of Edward Lewis Architects, Inc. (ELA) on February 23, 2004, to prepare demolition documents and Rotunda conservation documents for after the demolition has occurred.

ELA completed documents needed to be presented to the Historic Preservation Board (HPB) to request the Certificate of Appropriateness for Demolition of the Existing Library. The HPB reviewed the request at their May 11, 2004 meeting and issued an Order approving the demolition with some minor provisions. ELA and the City are currently addressing the comments made by the HPB in order to prepare final documents for demolition.

The provisions are specifically described in the Final Order, File No. 2167, but in general include the requirement to bring new design documents for Collins Park and the Rotunda to the HPB once they are completed in the future; submittal to staff of the existing building construction record drawings as well as current record photographs of the existing building; an analysis of the history of the building submitted to staff prior to the issuance of a construction permit for the new Collins Park and Rotunda Restoration documents; the submittal to staff, at the time of demolition permit review, of the demolition and conservation documents prepared by the consultant; and a report submitted to staff of the result of efforts made to relocate, if possible, the loggia of the existing library. It has been determined by staff that none of the provisions above and the timelines associated with them prevents the granting of the Certificate of Appropriateness for Demolition by the Mayor and City Commission at this time.

The preliminary estimate provided by the consultant is in the neighborhood of \$300,000 for the demolition and conservation. The City intends to price the demolition of the existing library and conservation of the Rotunda with one of the City's contractors under the Job Order Contract Program (JOC) as soon as the final documents are completed and the City Commission approves the Certificate of Appropriateness for Demolition consistent with the Order issued by the HPB.

The schedule for the demolition and conservation is currently estimated at four months. If the City Commission grants the certificate, the City would be in position to schedule the process of demolition sometime in late August or early September. Because Miami-Dade Public Library anticipates a 90 day transition period into the new library and because concerns have been raised regarding the area being in construction during the Art Basel event in early December, the City is considering delaying the demolition and conservation of the Rotunda until after early January. This decision will be made when all information regarding costs and schedules are finalized.

CONCLUSION

The Administration recommends that the Mayor and City Commission grant the Certificate of Appropriateness for Demolition, pursuant to Miami Beach City Code Section 118-563, for the demolition of the existing library at Collins Park, a building designated non-contributing, located at 2100 Collins Ave., in order to restore and renovate Collins Park and the Rotunda building.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTED PUBLIC HEARING, GRANTING A CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF THE EXISTING LIBRARY AT COLLINS PARK, A BUILDING DESIGNATED NON-CONTRIBUTING, LOCATED AT 2100 COLLINS AVENUE, IN ORDER TO RESTORE AND RENOVATE COLLINS PARK.

WHEREAS, on September 1998, the Mayor and City Commission adopted Resolution No. 98-2904, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Robert A. M. Stern (the Agreement) for the design of a new Regional Library (the Project); and

WHEREAS, on January 6, 1999, the Mayor and City Commission authorized appropriation of the funding necessary for the Agreement, which included in the Master Plan the demolition of the existing library at the completion of the construction of the new building; and

WHEREAS, on April 10, 2002, the Mayor and City Commission adopted Resolution No. 2002-24828, awarding the construction contract for the Project to The Tower Group (Tower); and

WHEREAS, on May 13, 2002, Tower began construction of the Project, which is currently expected to receive Final Certificate of Occupancy and Final Completion in August, 2004; and

WHEREAS, on February 23, 2004, the City contracted with the firm of Edward Lewis Architects (ELA), to prepare demolition documents of the existing library and Rotunda conservation documents; and

WHEREAS, ELA completed the documents and presented them at the Historic Preservation Board (HPB) meeting of May 11, 2004, where a recommendation for the Mayor and City Commission to consider the granting of a Certificate of Appropriateness for Demolition was adopted; and

WHEREAS, the City Commission, at its July 7, 2004 meeting, scheduled a public hearing for July 28, 2004 to consider this issue, and said public hearing has been held; and

WHEREAS, the City Commission agrees with the recommendation of the City's Historic Preservation Board that a Certificate of Appropriateness for Demolition of the existing library at Collins Park be granted; and

WHEREAS, the City would be in position to schedule the demolition of the existing library in late August or early September, but may delay it until January of 2005, due to the upcoming Art Basel event in December 2004; and

WHEREAS, the City intends to price the cost of the demolition with one of the City's contractors under the Job Order Contract Program (JOC).

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing, heretofore grant a Certificate of Appropriateness for Demolition of the existing library at Collins Park, a building designated non-contributing, located at 2100 Collins Avenue, in order to restore and renovate Collins Park.

PASSED and ADOPTED this _____ day of _____ 2004


ATTEST:

CITY CLERK

MAYOR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date



CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 28, 2004, at 11:00 a.m.**, pursuant to Miami Beach City Code Section 118-564, to consider granting a Certificate of Appropriateness for demolition of the existing library at Collins Park, a building designated noncontributing, located at 2100 Collins Avenue, in order to restore and renovate Collins Park.

Inquiries may be directed to the Capital Improvement Projects Department at (305) 673-7071.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

(Ad #0270)

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution approving the creation of a restricted residential parking zone for the Lower West Avenue Neighborhood.

Issue:

Should the Mayor and Commission open and continue the Public Hearing and refer the matter to the Transportation and Parking Committee because of the closeness of the vote?

Item Summary/Recommendation:

The Administration held a publicly noticed workshop on February 23, 2004, with affected residents to receive input and comments regarding the establishment of Restricted Residential Parking Zone 13 for the Lower West Avenue neighborhood. A majority of the participants voted to proceed with the establishments of said restricted residential parking zone. On May 26, 2004, the Mayor and Commission held a public hearing on the matter. Due to scarce resident attendance, the Commission directed the Administration to solicit feedback from affected residents. The Administration sent notification to residents advising them of the next scheduled public hearing (5:01 P.M., July 28, 2004) and sent a self-addressed, stamped post card as a ballot to over 1,700 residences soliciting an endorsement or non-endorsement of the residential parking program with a due date of July 14, 2004. 311 of 1,737 ballots were received and **159 (51.2%) did not endorse** the program and **152 (48.8%) did endorse** the program.

The Administration recommends to open and continue the Public Hearing, and refer the matter to the Transportation and Parking Committee for their consideration in light of the results of the voting.

Advisory Board Recommendation:

The Transportation and Parking Committee endorsed this recommendation at their regularly scheduled meeting held on Monday, April 12, 2004.

Financial Information:

Amount to be expended:

Source of
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7E
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

PUBLIC HEARING

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CREATING RESTRICTED RESIDENTIAL PARKING PERMIT ZONE 13/LOWER WEST AVENUE.

ADMINISTRATION RECOMMENDATION

Due to the closeness of the balloting results, the Administration recommends to open and continue the Public Hearing and refer the matter to the Transportation and Parking Committee for their consideration in light of the results of the voting.

Public Hearing (May 26, 2004)

On May 26, 2004, the Mayor and Commission held the Public Hearing on the matter. Due to scarce attendance at the public hearing by residents within the affected areas, the Mayor and Commission directed the Administration to solicit feedback from affected residents within the described boundaries in order to better ascertain the will of the majority of the residents.

To this end, the Parking Department sent notices to all affected residents (1,700+) advising them of the time, date, and location of the next Public Hearing (5:01 P.M. July 28, 2004, Miami Beach City Hall) when the issue would be discussed and secondly provided a self-addressed, stamped postcard for residents to cast a ballot either **endorsing** or **not endorsing** the implementation of the Lower West Avenue Residential Parking Zone 13 (see attached). Notices were mailed on June 25, 2004 and residents were advised that completed ballots must be received at the Parking Department or postmarked no later than July 14, 2004.

There were 311 (17.9 %) of 1,737 ballots received from residents. The final results are as follows:

Residents **endorsing** the implementation of
Residential Parking Zone 13:

152 (48.8%)

Residents **not endorsing** the implementation
of Residential Parking Zone 13:

159 (51.2%)

ANALYSIS

The City of Miami Beach Parking Department received petitions from residents of the Lower West Avenue neighborhood (5th Street to 13th Street) requesting the establishment of restricted residential parking zone for their respective neighborhood. The Parking Department has surveyed the area and formulated recommendations for review by residents of the neighborhood.

The Lower West Avenue (5th Street to 13th Street) corridor is comprised predominantly of unregulated on-street parking spaces with the following exceptions which are metered parking:

- 900 block of West Avenue (east side only)
- 1200 block (West Avenue to Alton Road) of 9th and 10th Streets

Currently, the unregulated areas serve as parking for residents; however, the predominant intrusion into the unregulated area is generated by residents and their visitors from the abutting residential parking zones (Residential Parking Zone Two/Flamingo Park and Zone Three/Michigan Avenue). This intrusion is displacing residential parking spaces in the Lower West Avenue corridor.

A publicly noticed workshop was held with residents of the affected areas on Monday, February 23, 2004. A total of seven (7) residents attended the workshop despite extensive notification efforts, including direct mail to all residents within 375 feet of the affected areas. Participants had an opportunity to review, comment, and provide input. A majority of the residents in attendance concurred with the recommendations. A vote was held at the end of the workshop and a majority voted to proceed with the establishment of said program. Subsequently, the Administration sent notices to all residents within 375 feet of the affected areas advising that the City's TPC (Transportation and Parking Committee) would review this issue on Monday, April 12, 2004. The TPC reviewed the Administration's recommendation to establish a program for the neighborhood and endorsed the recommendation. Therefore, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, Chapter 106-78, entitled, "Creation of residential parking area", the Mayor and City Commission must hold a public hearing to consider the establishment of a residential zone for the Lower West Avenue Neighborhood.

The following is a summary of the recommendations proposed for your Residential Parking Program for Lower West Avenue:

Restricted Parking Boundaries:

- South: Centerline of 5th Street
- North: Centerline of 13th Street
- East: Alton Court
- West: Westerly Line of West Avenue

Restricted Parking Hours:

- Restricted residential parking 6:00 P.M. to 7:00 A.M. Monday through Friday and 24 hours a day Saturdays, Sundays, and Holidays.
- Residential decals will not be honored at parking meters, except where duly noted on the attached map and only during established residential parking days/hours.
- There are 131 on-street parking spaces available for this use and all on-street meters located on 1200 block of 6th Street and 500 block of West Avenue.

Residential Parking Permit Zone Fees:

Annual Permit Fee*:	\$50.00 (plus tax) per vehicle.
Annual Visitor Hang-Tag*:	\$50.00 (plus tax) One (1) hang-tag per resident.
Visitor "Scratch-Off" Hang-Tag:	24 Hour hang-tag: \$1.00 (plus sales tax) per hang-tag. Five (5) hang-tags may be purchased monthly up to six months in advance. Additional hang-tags are available for parties, social affairs, etc.

Requirements:

Bona fide residents of the Zone would be mailed a registration/decal purchase package. Each resident that wishes to park vehicle(s) in the restricted parking areas outlined above must register to participate in the "Lower West Avenue" Residential Parking Permit Program/Zone 13. Copies of the following documents will be required to register and purchase a decal/hang-tag for the zone:

- Government Issued Photo Identification.
- Proof of residency such as current (within last 30 days) utility bill (electric, gas, etc.).
- Valid vehicle registration**

Notes **All annualized fees may be prorated semi-annually.*

***Vehicle registration(s) with outstanding parking violations will not be allowed to participate in the residential parking program. All outstanding parking violations must be satisfied prior to participation.*

Promulgation of Regulations:

Signs would be posted in the areas promulgating the appropriate restriction. Typically two to three signs per block face would be installed. Vehicles parking within these posted areas must display a valid residential parking decal, visitor hang-tag, or "scratch-off" hang-tag.

Enforcement:

Progressive enforcement would commence on an agreed upon date for a period of thirty (30) days in the form of warnings. This would graduate to the issuance of parking citations for a period of thirty (30) days, and subsequently, vehicle impoundment may be necessary to properly enforce the parking regulations/restrictions.

CONCLUSION

The Administration recommends to open and continue the Public Hearing, and refer the matter to the Transportation and Parking Committee for their consideration in light of the results of the voting.

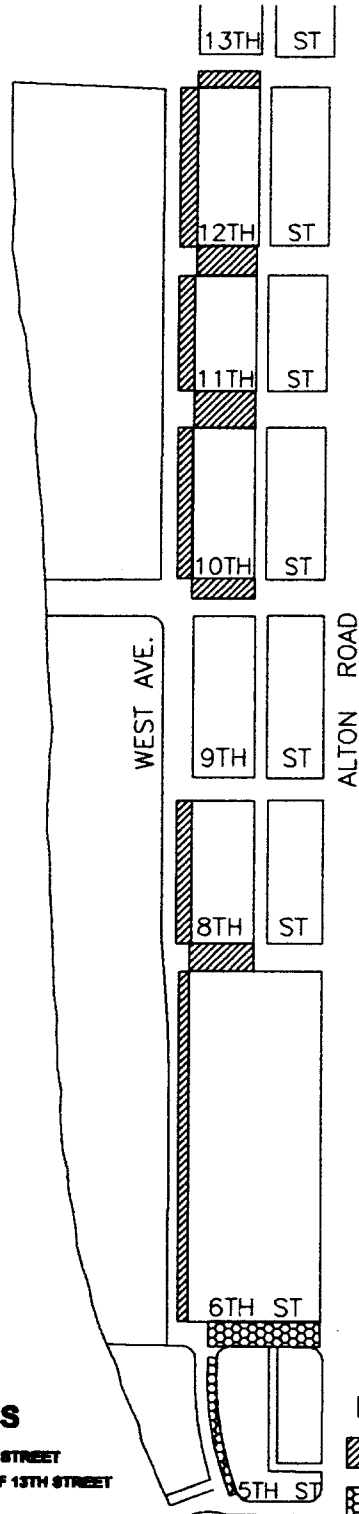
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PROPOSED RESIDENTIAL ZONE 13 (LOWER WEST AVENUE)



BOUNDARIES

SOUTH - NORTH OF 5TH STREET
NORTH - CENTERLINE OF 13TH STREET
EAST - ALTON COURT
WEST - WEST SIDE OF WEST AVE

LEGEND

-  RESIDENTIAL PERMIT PARKING
-  METERS IN RESIDENTIAL
1ST COME 1ST SERVE

TOTAL SPACES: 131 +/-

REVISED 4/13/2004

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, CREATING RESTRICTED RESIDENTIAL PARKING PERMIT ZONE 13/LOWER WEST AVENUE, WITH BOUNDARIES AS FOLLOWS: ON THE SOUTH, THE CENTERLINE OF 5TH STREET; ON THE NORTH, THE CENTERLINE OF 13TH STREET; ON THE EAST, BY ALTON COURT; AND ON THE WEST, THE WESTERLY LINE OF WEST AVENUE.

WHEREAS, the City has received petitions from residents of lower West Avenue requesting the establishment of a restricted residential parking permit zone for the lower West Avenue neighborhood with boundaries as follows: on the south, the centerline of 5th Street; on the north, the centerline of 13th Street; on the east, by Alton Court; and on the west, the westerly line of West Avenue; and,

WHEREAS, a publicly noticed workshop was held on February 23, 2004, with residents of the affected areas and said notices were distributed to residents within 375 feet of the affected areas; and

WHEREAS, participants had an opportunity to review, comment, and provide input toward the proposed residential parking permit zone for the area; and

WHEREAS, a majority of the residents in attendance concurred with the recommendations and voted to proceed with the creation of the proposed residential parking permit zone; and

WHEREAS, the Administration also sent courtesy notices to all residents within 375 feet of each of the affected areas advising that the City's Transportation and Parking Committee (TPC) would review this issue on Monday, April 12, 2004; and

WHEREAS, the TPC has reviewed the Administration's recommendations regarding the proposed lower West Avenue Residential Parking Permit Zone, and has endorsed the creation of said Zone; and

WHEREAS, pursuant to Article II, entitled, "Metered Parking", of the Miami Beach City Code, Section 106-78, entitled, "Creation of residential parking area", the Mayor and City Commission held a public hearing on Wednesday, May 26, 2004, to consider the creation of the proposed lower West Avenue restricted Residential Parking Permit Zone.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing, hereby approve the creation of Restricted Residential Parking Permit Zone 13/Lower West Avenue, with boundaries as follows: on the south, the centerline of 5th Street; on the north, the centerline of 13th Street; on the east, by Alton Court; and on the west, by the westerly line of West Avenue.

PASSED AND ADOPTED this _____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

JMG/CMC/SF 
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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney  7/20/04
Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution, pursuant to a scheduled Public Hearing authorizing conveyance of (1) approximately 7,726 square feet of City-owned land contained in Lots 18, 29 and 30 of Block 51, to TRG-Alaska III, LLC, (2) of approximately 450 square feet of the eastern tip of the City-owned land commonly known as the Federal Triangle, subject to Federal Government approval, to TRG-Alaska I, LTD., and (3) the vacation of approximately 4,653 square feet of the southern portion of the alley known as Ocean Court on Block 1, and waiving the \$5,000 vacation application fee to Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd., in Miami Beach, Florida, pursuant to the terms of the Settlement Agreement; further to consider waiver, by 5/7ths vote, of the competitive bidding and appraisal requirements; as required by Section 82-39 of the Miami Beach City Code; finding said waiver to be in the best interest of the City of Miami Beach.

Issue:

Should the Mayor and City Commission adopt the attached Resolution which authorizes the conveyance of City-owned land and the Vacation of Alley, as contemplated in the Settlement Agreement?

Item Summary/Recommendation:

The Mayor and City Commission have heretofore approved a "Term Sheet," settling in concept litigation, by Resolution No.2004-25509, adopted on February 25, 2004. Pursuant to the Settlement Terms the conveyance of certain City-owned property is contemplated.

Section 82-39 of the Miami Beach City Code, governing the sale (which includes conveyance) or lease of City-owned property, provides that the conveyance of any City-owned property, requires the following: a) a public bidding process; b) a Planning Department analysis; c) an independent appraisal to determine the value of the leasehold interest; and d) a public hearing to obtain citizen input.

Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions. There is also requirement that there be a minimum fifteen (15) day advertised notice advising of the public hearing.

Pursuant to the City's requirements for Vacation of Alleys, Easements and City Rights of Way, the requirements of Section 82-39 of the Miami Beach City Code also apply in considering the vacation of the alley and finding said vacation to be in the best interest of the general public's welfare.

Waiver of the competitive bidding and appraisal requirement by 5/7th vote and the \$5,000 application fee is also recommended; finding said waivers to be in the best interest of the City.

Advisory Board Recommendation:

Design Review Board – June 15, 2004 – Approval
Planning Board – June 22, 2004 - Approval

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; display: flex; align-items: center; justify-content: center;">Finance Dept.</div>	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7F

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

PUBLIC HEARING

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO A SCHEDULED PUBLIC HEARING, AUTHORIZING (1) THE CONVEYANCE OF APPROXIMATELY 7,726 SQUARE FEET OF CITY-OWNED LAND CONTAINED IN AND ADJACENT TO LOTS 18, 29 AND 30 OF BLOCK 51, LOCATED BETWEEN WASHINGTON AVENUE ON THE EAST, BISCAYNE COURT TO THE NORTH, ALTON ROAD TO THE WEST AND SOUTH POINTE DRIVE TO THE SOUTH, IN MIAMI BEACH, FLORIDA TO TRG-ALASKA III, LLC, (2) THE CONVEYANCE OF APPROXIMATELY 450 SQUARE FEET OF THE EASTERN TIP OF THE CITY-OWNED LAND COMMONLY KNOWN AS THE FEDERAL TRIANGLE, SUBJECT TO FEDERAL GOVERNMENT APPROVAL, LOCATED ADJACENT TO THE ALASKA PROPERTY, ADJACENT TO SOUTH POINTE PARK IN MIAMI BEACH, FLORIDA, TO TRG-ALASKA I, LTD., AND (3) THE VACATION OF APPROXIMATELY 4,653 SQUARE FEET OF THE SOUTHERN PORTION OF THE ALLEY KNOWN AS OCEAN COURT ON BLOCK 1, LOCATED BETWEEN OCEAN DRIVE ON THE EAST, FIRST STREET TO THE NORTH, COLLINS AVENUE TO THE WEST AND SOUTH POINTE DRIVE TO THE SOUTH, IN MIAMI BEACH, FLORIDA, TO SUN & FUN, INC. AND PORTOFINO REAL ESTATE FUND, LTD., AND WAIVING THE \$5,000 APPLICATION FEE, PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS; AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE; FINDING SAID WAIVER TO BE IN THE BEST INTEREST OF THE CITY OF MIAMI BEACH.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others (collectively "the Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Florida Circuit Court Case No.

98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM. Some of the properties at issue in the litigation have been conveyed to one or more companies that are part of The Related Group (the "Related Entities").

The Mayor and City Commission have heretofore approved a "Term Sheet," settling in concept the above litigation, by Resolution No.2004-25509, adopted on February 25, 2004. Pursuant to the Term Sheet, the Related Entities and Portofino Entities have participated in a collaborative process including neighborhood residents and representatives, City staff, and consultant Alex Cooper, to prepare a Concept Plan to implement the settlement terms.

On May 26, 2004, the City Commission referred the Concept Plan to the Design Review Board and Planning Board, for review and recommendation. The City Commission further authorized the Administration to execute owner affidavits for those applications filed pursuant to the Term Sheet that involve City-owned land. In today's agenda, the Concept Plan is attached as part of the Settlement Agreement and there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement.

On July 7, 2004, the Mayor and City Commission adopted a resolution setting the public hearing on July 28, 2004 to consider the conveyance of City-owned land and the Vacation of Alley, as contemplated in the Settlement Agreement.

Section 82-39 of the Miami Beach City Code, governing the sale (which includes conveyance) or lease of City-owned property, provides that the conveyance of any City-owned property, requires the following:

- a public bidding process
- a Planning Department analysis
- an independent appraisal to determine the value of the leasehold interest
- a public hearing to obtain citizen input

Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions.

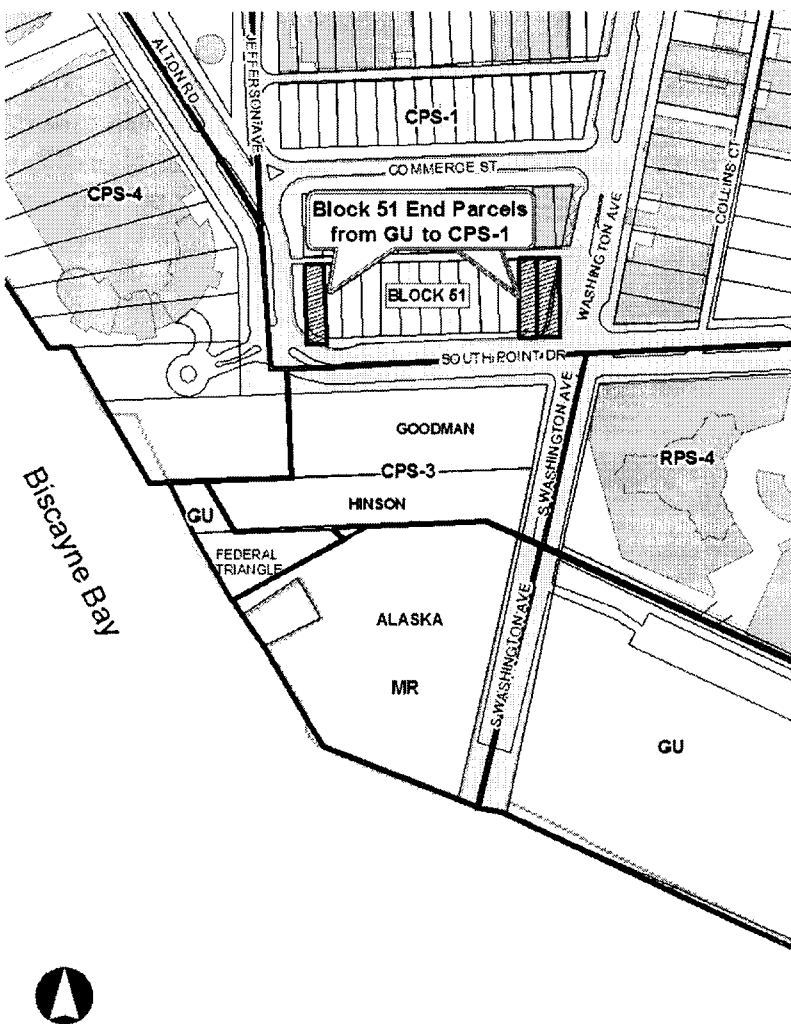
The attached resolution also provides for the waiver of the competitive bidding and appraisal requirements. Waiver of competitive bidding is supported in that the proposed conveyances are contemplated as part of a global settlement of litigation. Waiver of the appraisal requirement is also supported due to the global settlement. In addition to settling all pending lawsuits and releasing the City from all related claims, the City will be receiving approximately 2 acres of the Alaska Parcel, prime land at the mouth of the Government Cut, in exchange for the conveyance of approximately 12,829 sf, in aggregate, of City land and public alley/easement area.

In accordance with Section 82-39, a minimum fifteen (15) day advertised notice advising of

the public hearing was provided. Additionally, the Planning Department analysis is attached.

Pursuant to the City's requirements for Vacation of Alleys, Easements and City Rights of Way, the requirements of Section 82-39 of the Miami Beach City Code also apply in considering the vacation of the alley and pursuant thereto this resolution finds said vacation to be in the best interest of the general public's welfare and all other requirements have been met. This resolution further authorizes the waiver of the \$5,000 application fee required for vacation of right-of-ways, insofar as the Related Entities have agreed to provide, at no cost to the City, a \$10 million title policy on the lands it will convey to the City.

Block 51, Lots 18, 29, and 30

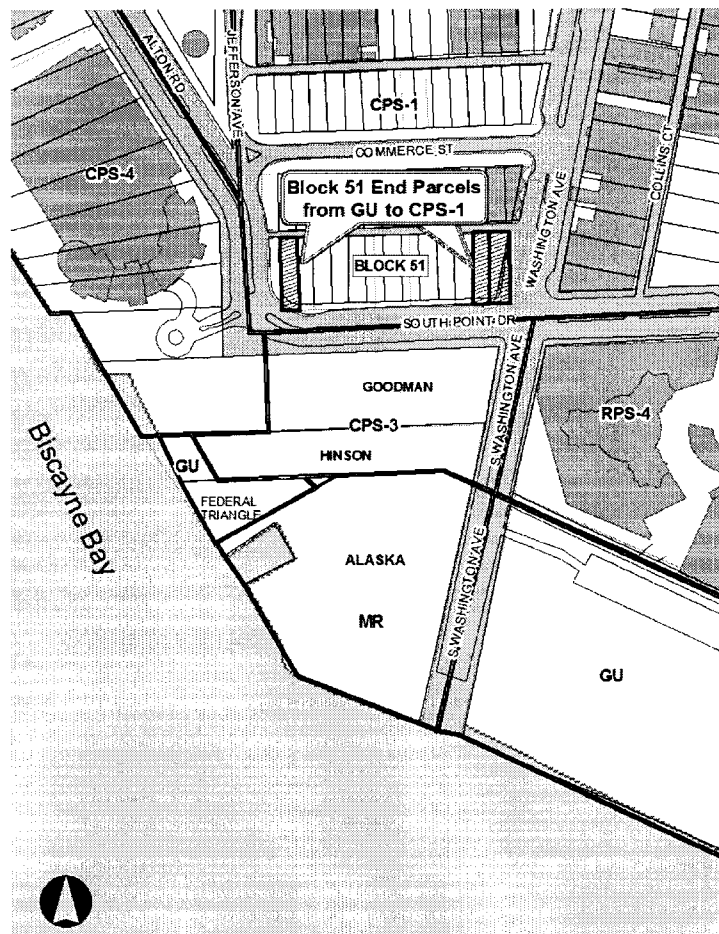


In accordance with the Terms of the Settlement Agreement, it is contemplated the City will convey the end lots (18, 29 and 30) on the south side of Block 51 containing approximately 7,726 s.f. (legal description attached). These end lots enable the optimal development of the Block 51 site and as public individual lots, yield little developable value to the City and/or as open green space due to their minimum dimensions, adjacent to the public right-of-way and to the proposed Developer improvements.

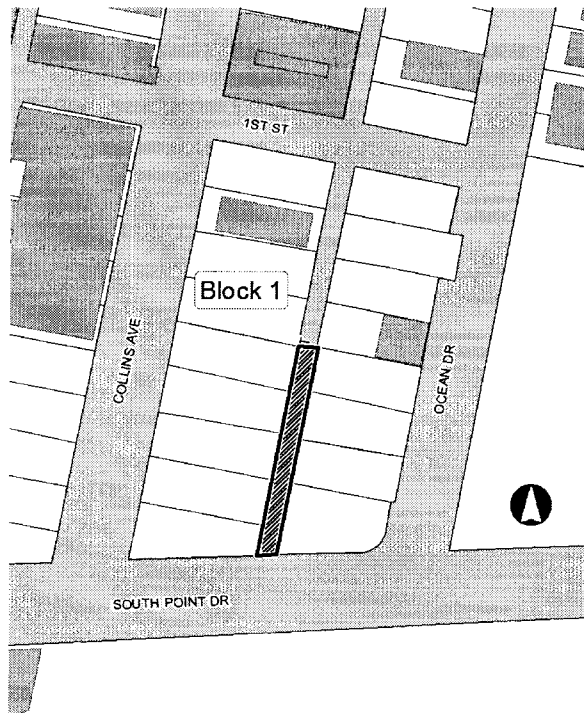
Federal Triangle

While the Term Sheet originally contemplated conveying 3,150 sf of the Federal Triangle, revisions to the Concept Plan now allow the Settlement Agreement to provide for conveyance of approximately 450 s.f. of the Federal Triangle, subject to Federal Government approval, located adjacent to the Alaska parcel (legal description attached). The Settlement Agreement provides for the Developer to convey approximately 88,550 s.f. of Alaska, which includes a similar 450 s.f. of transfer property, in exchange for the Federal Triangle. The Federal Government has preliminarily indicated its favorable review of the subject conveyance and exchange. As exists with the Federal Triangle existing deed, the same Federal deed restrictions and reservations will apply to a like transfer area, such area is contemplated to be a comparable amount of land at the water's edge next to the boat basin. These Federal deed restrictions and reservations that exist today on the Federal Triangle include a reservation of oil, gas and mineral rights, public recreation use and a reverter to the United States for national defense requirements.

The conveyance of the smaller 450± s.f. will enable the optimal Development of the Goodman/Hinson/Alaska Parcel and provides a much smaller than anticipated conveyance of public land while maximizing the amount of land deeded to the City within the Alaska assemblage.



Block 1; Ocean Court Alley/Easement



Lastly, the Settlement Agreement contemplates the vacation of the southern half of the public alley/easement known as Ocean Court on Block 1, containing approximately 4,653 s.f. (legal description attached), in order to allow a unified and contiguous development on the southern portion of Block 1. In order to mitigate the adverse impacts of double parking and commercial deliveries being made from the street, access and a turnaround area will be provided from the alley southbound into the northern façade of the contiguous development. The access area will be addressed on site during the design review process for the proposed project.

The subject vacation approval will be conditioned upon the following: Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd. shall comply with the required conditions and costs

of relocation or provision of an equivalent easement, as required by any and all utility companies occupying the existing alley/easement area, and/or obtain letters of agreement of no objection by these utility companies prior to the City executing a Termination and Abandonment of the Alley/Easement Area.

RECOMMENDATION

Based on the foregoing, the Administration recommends that the Mayor and City Commission authorize the conveyance of City-owned land and vacation of alley, substantially in the form attached and subject to approval of legal descriptions by the City Attorney and Public Works Department, in accordance to the terms of the Settlement Agreement and further waive by 5/7ths vote the competitive bidding and appraisal requirement and \$5000 vacation application fee; finding said waivers to be in the best interest of the City.

JMG\CMC\rar
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Block 1 Alley

A portion of the alley (a/k/a Ocean Court) bounded on the south by the north right-of-way line of South Pointe Drive (f/k/a Biscayne Street), bounded on the north by the north property line of Lot 5 extended westerly to the west line of the said alley, bounded in the east by the east line of said alley, bounded on the west by the west line of said alley, all aforementioned lands lying within Block 1 of "Ocean Beach Subdivision", a subdivision recorded in Plat Book 2, at Page 38, of the Public Records of Miami-Dade County, Florida.

Block 51 End Parcels

A portion of Lots 29 and 30 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Begin at the Northwestern corner of said Lot 29; thence N 77°13'28" E along the Northerly line of said Lots 29 and 30 a distance of 55.15 feet to a point; thence S 00° 37'13" W for a distance of 112.35 feet to a point on the Southerly line of a 10 foot walk shown on said plat of OCEAN BEACH ADDITION NO. 3; thence S 76°52'58" W along the Southerly line of said 10 foot walk a distance of 31.51 feet to its intersection with the Southerly extension of the Westerly line of said Lot 29; thence N 12°46'09" W along the said Southerly extension and along the Westerly line of said Lot 29 a distance of 110.02 feet to the POINT OF BEGINNING.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.

A portion of Lot 18 and the 10 foot walk adjacent thereto, Block 51 of the plat of OCEAN BEACH FLA. ADDITION NO. 3 as recorded in Plat Book 2, Page 81 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

That portion of said Lot 18 and the 10 foot walk adjacent thereto lying Easterly and Northerly of the following described line; begin at a point on the Northerly line of said Lot 18, said point being 0.39 feet Easterly of the Northwestern corner of said Lot 18; thence S 12°46'09" E, parallel with and 0.39 feet Easterly of the Westerly line at said Lot 18 for 74.85 feet to a point of nontangential curve leading to the left and concave to the Northeast, having a radius of 47.50 feet and whose radius point bears N 68°24'46" E; thence Southerly and Easterly through a central angle of 37°27'59" for an arc distance of 31.06 feet to a point on the Southerly line of said Lot 18 and on the Northerly line of a 10 foot walkway as shown on said plat of OCEAN BEACH FLA. ADDITION NO. 3, said point being also a point of compound curve having a radius of 45.00 feet; thence Southerly and Easterly through a central angle of 23°25'51" for an arc distance of 18.40 feet to a point on the Southerly extension of the Easterly line of said Lot 18, said point being 9.78 feet Southerly of the Southeasterly corner of said Lot 18 and the TERMINAL POINT of the herein described line.

All of the above lying and being in Section 3, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.

Federal Triangle 450±

INSERT LEGAL DESCRIPTION FOR 450 SF PORTION OF FEDERAL TRIANGLE

FEDERAL TRIANGLE 450± SF

LEGAL DESCRIPTION:

A Parcel of land located in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 8, South Beach Subdivision as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida; Thence S10°47'31" W along the Easterly line of said Block 8 for 111.76 feet to the southeast corner of Lot 1 of said Block 8; Thence N 65°35'12" W along the Southwesterly line of said Lot 1 for 64.44 feet; Thence S 87°37'54" W along the southerly line of lots 1 and 3 of said Block 8 for 208.59 feet to the Point of Beginning of the hereinafter described parcel of land; Thence S 57°41'41" W along the Northwesterly line of Parcel II as shown on Fortin, Leavy, Skiles, Inc. survey drawing number 2001D-061-1 for 41.05 feet to a non-tangent point on a circular curve concave to the northeast and whose radius point bears N62°37'08"E; Thence northwesterly along a 104.49 foot radius curve leading to the right through a central angle of 11°54'26" for an arc distance of 21.72 feet to a point on the South line of said lot 3, Block 8; Thence N 87°37'54" E along said South line for 42.66 feet to the Point of Beginning.

Containing 445 square feet, more or less.

SURVEYOR'S NOTES:

- This site lies in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 87°38'57" W for the south right-of-way line of South Pointe Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-061-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 21, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

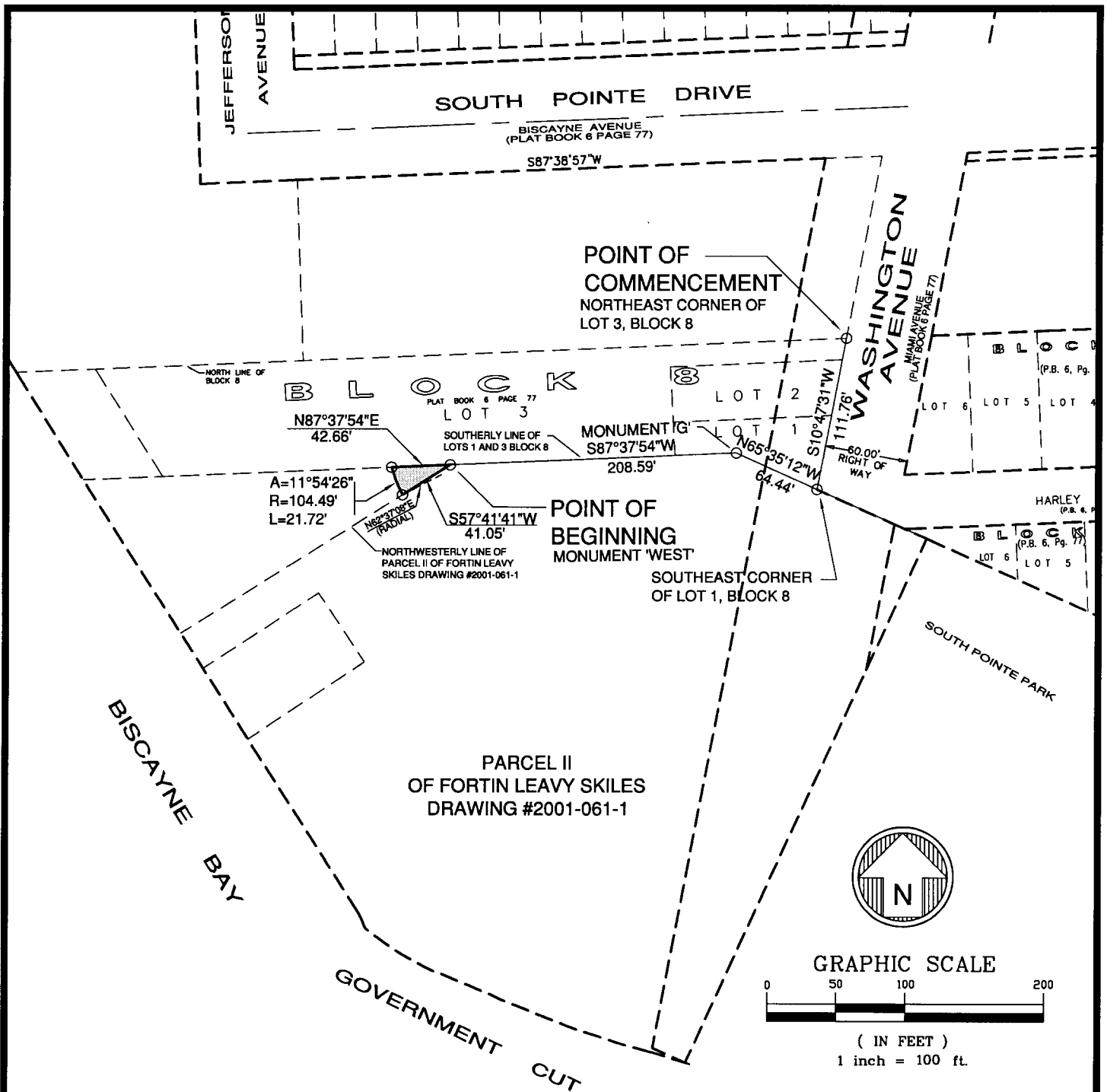
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
CONSULTING ENGINEERS, SURVEYORS & MAPPERS	
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	
180 Northeast 168th. Street / North Miami Beach, Florida. 33162	
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

Date	7/21/04
Scale	as shown
Job. No.	041300
Dwg. No.	1004-091
Sheet	1 of 2



Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
CONSULTING ENGINEERS, SURVEYORS & MAPPERS	
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Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

Date	7/21/04
Scale	1"=100'
Job. No.	041300
Dwg. No.	1004-091
Sheet	2 of 2

LEGAL DESCRIPTION:

A Parcel of land located in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 3, Block 8, South Beach Subdivision as recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida; Thence S10°47'31" W along the Easterly line of said Block 8 for 111.76 feet to the southeast corner of Lot 1 of said Block 8; Thence N 65°35'12" W along the Southwesterly line of said lot 1 for 64.44 feet; Thence S 87°37'54" W along the southerly line of lots 1 and 3 of said Block 8 for 208.59 feet; Thence S 57°41'41" W along the Northwesterly line of Parcel II as shown on Fortin, Leavy, Skiles, Inc. survey drawing number 2001D-061-1 for 215.75 feet to the Point of Beginning of the hereinafter described parcel of land; Thence continue S 57°41'41" W along the previously described line for 14.75 feet more or less to the Mean High Water line of the Easterly shoreline of Biscayne Bay; thence S 32°13'24" E along said Mean High Water line for 30.32 feet; Thence N 56°33'59" E for 14.75 feet; Thence N 32°13'24" W for 30.03 feet to the Point of Beginning.

Containing 445 square feet, more or less.

SURVEYOR'S NOTES:

- This site lies in Section 10, Township 54 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 87°38'57" W for the south right-of-way line of South Pointe Drive.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-061-1.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 21, 2004, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

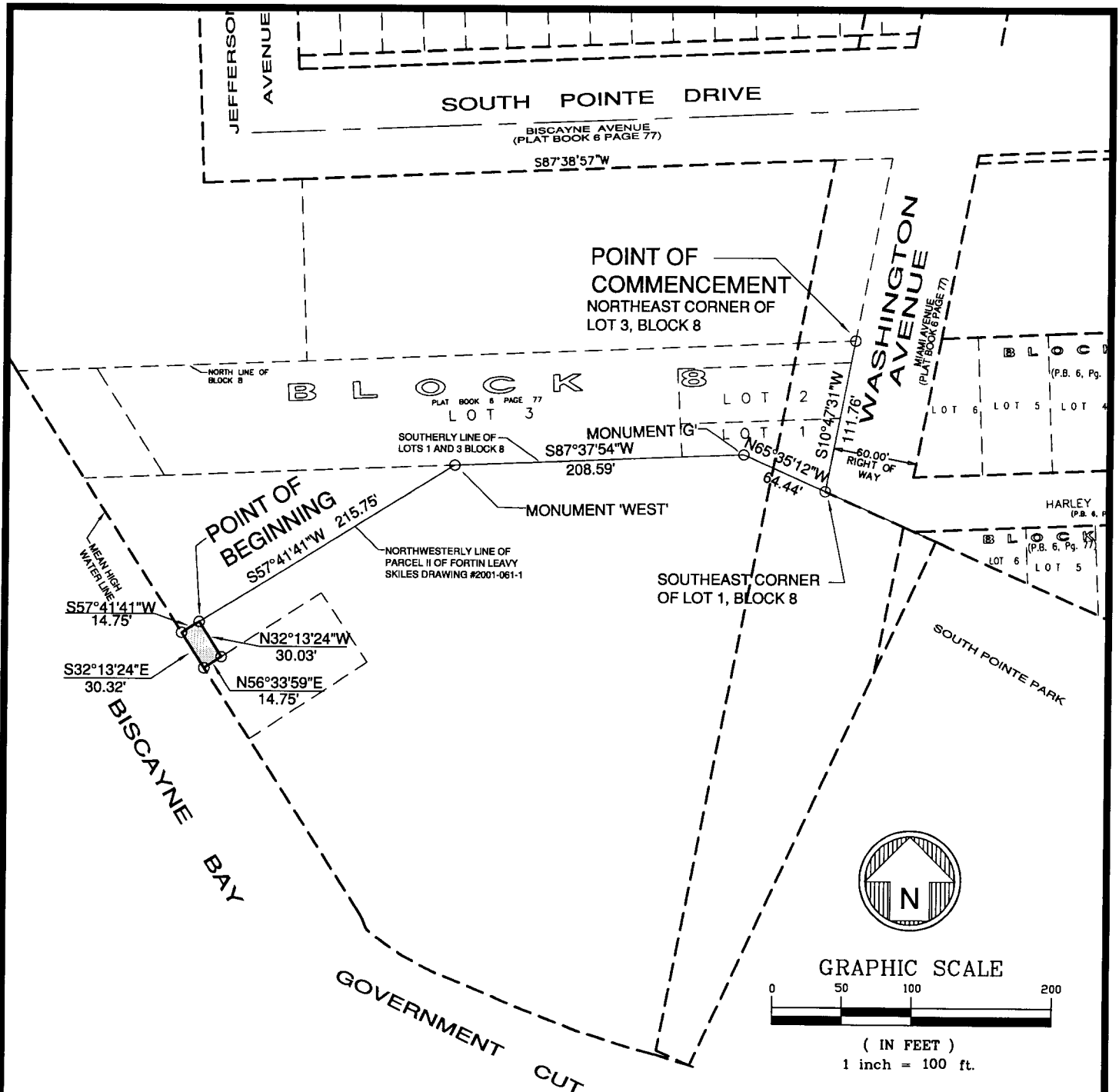
FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
CONSULTING ENGINEERS, SURVEYORS & MAPPERS	
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	
180 Northeast 168th. Street / North Miami Beach, Florida. 33162	
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

Date	7/21/04
Scale	as shown
Job. No.	041300
Dwg. No.	1004-092
Sheet	1 of 2



Drawn By	JJB
Cad. No.	031069
Ref. Dwg.	2001-061-1
Plotted:	7/21/04 11:09a

SKETCH OF DESCRIPTION	
FORTIN, LEAVY, SKILES, INC.	
CONSULTING ENGINEERS, SURVEYORS & MAPPERS	
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	
180 Northeast 168th. Street / North Miami Beach, Florida. 33162	
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	


Date	7/21/04
Scale	1"=100'
Job. No.	041300
Dwg. No.	1004-092
Sheet	2 of 2

CITY OF MIAMI BEACH
Planning Department
Interoffice Memorandum



To: Cristina M. Cuervo
Assistant City Manager

Date: July 16, 2004

From: Jorge G. Gomez 
Planning Director

Subject: **PLANNING ANALYSIS PURSUANT TO SHAPIRO ORDINANCE**

The following is the Planning analysis pursuant to Section 82-38 of the City Code for the proposed conveyance of City-owned land and the vacation of alley, as contemplated in the Settlement Agreement between the Portofino Entities and the City.

1. Whether or not the proposed ordinance is in keeping with City Goals and objectives and conforms to the Comprehensive Plan.

The proposed conveyance and vacation contemplated in the above mentioned settlement agreement is not inconsistent with the Comprehensive Plan.

2. The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the City shall determine the potential impact of the project on City utilities and other infrastructure needs and the magnitude of the costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.

The proposed conveyance and vacation is not expected to have any detrimental impact on any adjacent properties. Rather, it will facilitate the expansion of South Pointe Park.

3. A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the City's revenue base, reducing City costs, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.

The proposed conveyance and vacation is part of a settlement agreement which should contribute to the improvement of the South Pointe area, by ending litigation which has caused uncertainty regarding future development scenario. The end result of the settlement is a result of community input and collaborative planning.

4. Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views, or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the project.

The proposed conveyance and vacation is not expected to create environmental intrusions into the community.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

Adequate parking and infrastructure is expected to be provided. The proposed conveyance and vacation do not create any additional impacts.

6. **A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private-ownership assembly.**

N/A

7. **Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities and the return to the City for its disposition of property.**

N/A

8. **Such other issues as the Planning Department may deem appropriate in analysis of the proposed disposition.**

None.

JGG/RL

F:\PLAN\SALL\Shapiro amend files\Portofino settlement.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO A SCHEDULED PUBLIC HEARING AUTHORIZING (1) THE CONVEYANCE OF APPROXIMATELY 7,726 SQUARE FEET OF CITY-OWNED LAND CONTAINED IN AND ADJACENT TO LOTS 18, 29 AND 30 OF BLOCK 51, LOCATED BETWEEN WASHINGTON AVENUE ON THE EAST, BISCAYNE COURT TO THE NORTH, ALTON ROAD TO THE WEST AND SOUTH POINTE DRIVE TO THE SOUTH, IN MIAMI BEACH, FLORIDA TO TRG-ALASKA III, LLC, (2) THE CONVEYANCE OF APPROXIMATELY 450 SQUARE FEET OF THE EASTERN TIP OF THE CITY-OWNED LAND COMMONLY KNOWN AS THE FEDERAL TRIANGLE, SUBJECT TO FEDERAL GOVERNMENT APPROVAL, LOCATED ADJACENT TO THE ALASKA PROPERTY, ADJACENT TO SOUTH POINTE PARK IN MIAMI BEACH, FLORIDA, TO TRG-ALASKA I, LTD., AND (3) THE VACATION OF APPROXIMATELY 4,653 SQUARE FEET OF THE SOUTHERN PORTION OF THE ALLEY KNOWN AS OCEAN COURT ON BLOCK 1, LOCATED BETWEEN OCEAN DRIVE ON THE EAST, FIRST STREET TO THE NORTH, COLLINS AVENUE TO THE WEST AND SOUTH POINTE DRIVE TO THE SOUTH, IN MIAMI BEACH, FLORIDA, TO SUN & FUN, INC. AND PORTOFINO REAL ESTATE FUND, LTD., AND WAIVING THE \$5,000 APPLICATION FEE, PURSUANT TO THE TERMS OF THE SETTLEMENT AGREEMENT; FURTHER WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS; AS REQUIRED BY SECTION 82-39 OF THE MIAMI BEACH CITY CODE; FINDING SAID WAIVER TO BE IN THE BEST INTEREST OF THE CITY OF MIAMI BEACH.

WHEREAS, East Coastline Development, Ltd. ("East Coastline"), West Side Partners, Ltd. ("West Side"), among others (collectively "the Portofino Entities"), initiated litigation against the City of Miami Beach (the "City") and the Department of Community Affairs, in various actions respectively claiming damages and rights under the Bert J. Harris Private Property Rights Protection Act, other civil rights violations and other relief in Florida Circuit Court Case No. 98-13274 CA 01(30), and United States District Court Case No. 01-4921-CIV-Moreno, and Florida Division of Administrative Hearings Case No. 02-3283GM; and

WHEREAS, some of the properties at issue in the litigation have been conveyed to one or more companies that are part of The Related Group (the "Related Entities"); and

WHEREAS, the Mayor and City Commission have heretofore approved a "Term Sheet," settling in concept the above litigation, by Resolution No.2004-25509, adopted on February 25, 2004. Pursuant to the Term Sheet, the Related Entities and Portofino Entities have participated in a collaborative process including neighborhood residents and

representatives, and City staff and consultant Alex Cooper, to prepare a Concept Plan to implement the settlement terms; and

WHEREAS, on May 26, 2004, the City Commission referred the Concept Plan to the Design Review Board and Planning Board, for review and recommendation; and

WHEREAS, the City Commission further authorized the Administration to execute owner affidavits for those applications filed pursuant to the Term Sheet that involve City-owned land; and

WHEREAS, as part of today's agenda, the Concept Plan is attached as part of the Settlement Agreement and there are various amendments to the Land Development Regulations and the Comprehensive Plan, collectively, which are necessary to implement the terms of the Settlement Agreement; and

WHEREAS, on July 7, 2004, the Mayor and City Commission adopted a resolution setting the public hearing on July 28, 2004 to consider the conveyance of City-owned land and the Vacation of Alley, as contemplated in the Settlement Agreement; and

WHEREAS, Section 82-39 of the Miami Beach City Code, governing the sale (which includes conveyance) or lease of City-owned property, provides that the conveyance of any City-owned property, requires the following:

- a public bidding process;
- a Planning Department analysis;
- an independent appraisal to determine the value of the leasehold interest;
- a public hearing to obtain citizen input; and

WHEREAS, Section 82-39 further provides for the waiver of the competitive bidding and appraisal requirements, by 5/7ths vote of the Mayor and City Commission, upon a finding by the Mayor and City Commission that the public interest would be served by waiving such conditions; and

WHEREAS, the attached resolution also provides for the waiver of the competitive bidding and appraisal requirements. Waiver of competitive bidding is supported in that the proposed conveyances are contemplated as part of a global settlement of litigation; and

WHEREAS, waiver of the appraisal requirement is also supported due to the global settlement; in addition to settling all pending lawsuits and releasing the City from all related claims, the City will be receiving approximately 2 acres of the Alaska Parcel, prime land at the mouth of the Government Cut, in exchange for the conveyance of approximately 12,829 sf, in aggregate, of City land and public alley/easement area; and

WHEREAS, in accordance with Section 82-39, a minimum fifteen (15) day advertised notice advising of the public hearing was provided; and

WHEREAS, the Planning Department analysis is attached to the Commission Memorandum; and

WHEREAS, pursuant to the City's requirements for Vacation of Alleys, Easements and City Rights of Way, the requirements of Section 82-39 of the Miami Beach City Code also apply in considering the vacation of the alley and pursuant thereto this resolution finds said vacation to be in the best interest of the general public's welfare and all other requirements have been met; and

WHEREAS, this resolution further authorizes the waiver of the \$5,000 application fee required for vacation of right-of-ways, insofar as the Related Entities have agreed to provide, at no cost to the City, a \$10 Million title policy on the lands it will convey to the City; and

WHEREAS, in accordance with the Terms of the Settlement Agreement, it is contemplated the City will convey the end lots (18, 29 and 30) on the south side of Block 51 containing approximately 7,726 s.f.; and

WHEREAS, these end lots enable the optimal development of the Block 51 site and as public individual lots, yield little developable value to the City and/or as open green space due to their minimum dimensions, adjacent to the public right-of-way and to the proposed Developer improvements; and

WHEREAS, while the Term Sheet originally contemplated conveying 3,150 sf of the Federal Triangle, revisions to the Concept Plan now allow the Settlement Agreement to provide for conveyance of approximately 450 s.f. of the Federal Triangle, subject to Federal Government approval, located adjacent to the Alaska parcel; and

WHEREAS, the Federal Government has preliminarily indicated its favorable review of the subject conveyance; and

WHEREAS, as exists with the Federal Triangle existing deed, the same Federal deed restrictions and reservations will apply to a like transfer area, such area is contemplated to be a comparable amount of land at the water's edge next to the boat basin; and

WHEREAS, these Federal deed restrictions and reservations that exist today on the Federal Triangle include a reservation of oil, gas and mineral rights, public recreation use and a reverter to the United States for national defense requirements; and

WHEREAS, the Settlement Agreement contemplates the vacation of the southern half of the public alley/easement known as Ocean Court on Block 1, containing approximately 4,653 s.f., in order to allow a unified and contiguous development on the southern portion of Block 1; and

WHEREAS, in order to mitigate the adverse impacts of double parking and commercial deliveries being made from the street, access and a turnaround area will be provided from the alley southbound into the northern façade of the contiguous development; and the access area will be accommodated as the design develops for the proposed project, on site; and

WHEREAS, the subject vacation approval will be conditioned upon the following: Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd. shall comply with the required conditions and costs of relocation or provision of an equivalent easement, as required by any and all utility companies occupying the existing alley/easement area, and/or obtain letters of agreement of no objection by these utility companies prior to the City executing a Termination and Abandonment of the Alley/Easement Area.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, pursuant to a scheduled Public Hearing, authorize (1) the Conveyance of approximately 7,726 square feet of City-Owned land contained in and adjacent to Lots 18, 29 and 30 of Block 51, located between Washington Avenue on the east, Biscayne Court to the north, Alton Road to the west and South Pointe Drive to the south, in Miami Beach, Florida to TRG-Alaska III, LLC, (2) the Conveyance of approximately 450 square feet of the eastern tip of the City-owned land commonly known as the Federal Triangle, subject to Federal Government approval, located adjacent to the Alaska property, adjacent to South Pointe Park in Miami Beach, Florida, to TRG-Alaska I, Ltd., and (3) the vacation of approximately 4,653 square feet of the southern portion of the alley known as Ocean Court on Block 1, located between Ocean Drive on the east, First Street to the north, Collins Avenue to the west and South Pointe Drive to the south, in Miami Beach, Florida, to Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd. and waiving the \$5,000 application fee, pursuant to the Terms of the Settlement Agreement; further waiving, by 5/7ths vote, the competitive bidding and appraisal requirements; as required by Section 82-39 of the Miami Beach City Code; finding said waiver to be in the best interest of the City of Miami Beach.

PASSED AND ADOPTED this _____ day of _____, 2004

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM
& LANGUAGE & FOR
EXECUTION


CITY ATTORNEY

7/24/04
DATED

JMG\CMC\rar

T:\AGENDA\2004\Jul2804\Regular\PortofinoConveyanceOfLand PH.RES.DOC

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING



PUBLIC NOTICE IS HEREBY GIVEN the Miami Beach City Commission will hold a meeting on **Wednesday, JULY 28, 2004 at 5:15 P.M.** in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

During this meeting the Miami Beach City Commission will hold a public hearing to consider the conveyance of City-owned land and the vacation of alley, as contemplated in the Settlement Agreement between East Coastline Development, Ltd., West Side Partners, Ltd., among others (collectively "the Portofino Entities"), and the City of Miami Beach (the "City") and the Department of Community Affairs, and further delineated as follows:

- 1) The conveyance of approximately 7,726 square feet of City-owned land contained in Lots 18, 29 and 30 of Block 51, located between Washington Avenue on the east, Biscayne Court to the north, Alton Road to the west and South Pointe Drive to the south, in Miami Beach, Florida to TRG-Alaska III, LLC;
- 2) The conveyance of approximately 450 square feet of the eastern tip of the City-owned land commonly known as The Federal Triangle, subject to federal government approval, located adjacent to the Alaska Parcel adjacent to South Pointe Park in Miami Beach, Florida, to TRG-Alaska I, Ltd.; and
- 3) The vacation of approximately 4,653 square feet of the southern portion of the alley known as Ocean Court on Block 1, located between Ocean Drive on the east, First Street to the north, Collins Avenue to the west and South Pointe Drive to the south, in Miami Beach, Florida, to Sun & Fun, Inc. and Portofino Real Estate Fund, Ltd.

All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the City Commission c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139.

A copy of the Settlement Agreement and all documents related thereto are available for public inspection during normal business hours in the City Clerk's Office. Inquiries may be directed to the City Manager's Office at 305-673-7010. The Public Hearing may be continued at this meeting and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk at 305-673-7411 for information as to the status of the Settlement Agreement as a result of the meeting.

Pursuant to Section 286.0105, Florida Statute, the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or for any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

(Ad #0272)

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R7 - Resolutions

R7G A Resolution Setting The Proposed Millage Rates For Fiscal Year (FY) 2004/05, The Calculated "Rolled-Back" Rate, And The Date, Time, And Place Of The First Public Hearing; Further Authorizing The City Manager To Transmit This Information To The Miami-Dade County Property Appraiser In The Form Required By Section 200.065, Florida Statutes.

(Budget Department)

(Commission Memorandum and Resolution Distributed in Separate Document)

Agenda Item R7G
Date 7-28-04

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED ROLLED-BACK RATE; AND, 3) THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2004/05; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, adopt the attached resolution which authorizes the City Manager to transmit the following information to the Miami-Dade County Property Appraiser:

- 1) Proposed Operating Millage Rate of the Normandy Shores Neighborhood Improvement District for FY 2004/05:

General Operating	1.123 mills
-------------------	-------------
- 2) "Rolled-Back" Rate (Truth In Millage) 0.989 mills
- 3) The first public hearing to consider the proposed Normandy Shores Neighborhood Improvement District operating millage rate and tentative budget for FY 2004/05 shall be at 5:02 P.M., date to be announced at the July 28, 2004 Commission Meeting, in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

Agenda Item R7H
Date 7-28-04

BACKGROUND

The Normandy Shores Local Government Neighborhood Improvement District, a dependent taxing district of its principal, the City of Miami Beach, was established in 1994 to provide continual 24-hour security to this gated community; FY 2004/05 represents its eleventh year of operation.

It was established by Ordinance 93-2881, and has the authority *"to levy an ad-valorem tax on real and personal property of up to two mills, provided that no parcel of property will be assessed more than \$500 annually for such improvements"*. However, on August 29, 2002, the Administration met with the Normandy Shores Local Government Neighborhood Improvement District representatives and agreed to eliminate the \$500 cap on the highest valued home in the District. The enabling legislation was adopted by the Commission on September 25, 2002. This ensures that the City's contribution from the General Fund remains at 35% of the operating budget of the District.

Statutory Requirement

FS 200.065, entitled Method of Fixing Millage establishes specific guidelines that must be used by all local government entities, including dependent taxing districts like Normandy Shores in setting its millage (Property tax) rates. Not unlike its principal taxing authority (City of Miami Beach), Normandy Shores is also required to transmit within 35 days from receipt of the Certification of Taxable Value (received July 1, 2004), to the Miami-Dade County Property Appraiser, a proposed operating millage rate, the calculated rolled-back rate and the date, time, and place of the first public hearing to consider the proposed operating millage rate and tentative budget for Fiscal Year 2004/05.

After setting the proposed operating millage rate for Normandy Shores, the City Commission may, at any time prior to the final adoption, lower the millage rate; however any increase above the 1.123 millage rate would require an expensive mailing and advertising process to each property owner of Normandy Shores. Therefore, this proposed millage rate is viewed as the ceiling.

ANALYSIS

On July 1, 2004, the City received the 2004 Certification of Taxable Value from the Property Appraiser's Office stating that the taxable value for Normandy Shores is \$85,172,305, which included \$33,243 in new construction. The preliminary value represents an increase of 13.6 percent over 2003's final value of \$75,009,529. Alternately, the increase is 12.9 percent over 2003's preliminary value of \$75,443,157. The difference of \$433,628 between 2003's preliminary and final values represents the equalization loss of less than one percent due to appeals.

Operating Millage and Budget

The tentative ad valorem millage recommended by the Administration is 1.003 mills to provide the current level of security required by this district. This tax levy will generate proceeds of \$82,438. The total operating budget to provide security services at the current service level to this district is \$126,800. This is comparable to the current year end projections. The difference between the revenues which will be generated from ad-valorem tax proceeds and the total budgetary requirement of the district must be supplemented by a contribution from the General Fund in the amount of \$44,362 or 35% of the total operating budget.

The General Fund has funded this difference for each of the ten years since the District was established. The amount provided by the General Fund for this purpose in FY 2003/04 was \$44,042.

In addition, a meeting was held on July 21, 2004 between the Normandy Shores Local Government Neighborhood Improvement Committee and the Administration to discuss additional needs of the neighborhood. The Committee unanimously approved an increase to the budget of \$9,863 to pay for additional security cameras. This additional amount will be paid by establishing the millage at the current rate of 1.123. The difference between the millage of 1.003 needed to fund current service levels and the 1.123 will generate \$9,863 to pay for the security cameras. The District's budget will increase by \$9,863 to \$136,663.

During FY 99 the amount of annual funding to be provided by the City and the dependent status of the District were issues discussed by the Finance and Citywide Projects Committee. A determination was reached that the City would fund 35% of the annual cost of the operation of the community gate guard. This cost will eventually be funded from the golf course operation of the Normandy Shores Golf Course. The City Attorney's Office is reviewing the issue regarding the dependent status of the District. It was further agreed that the City would continue to supplement the District at current levels until both issues were resolved.

It must be noted that in accordance with State Statute, there is a 10 mill operating cap which cannot be exceeded without voter approval. Combining both millages from the dependent district (1.123) and the principal taxing authority (7.425) totals **8.548** mills, which is **1.452** mills less than the **10 mill cap**.

First Public Hearing

The first public hearing on the proposed operating millage rate and tentative budget for FY 2004/05 must be held no later than 80 days (September 18th) or earlier than 65 days

(September 3rd) from the start of the TRIM calendar (July 1st). Other guidelines are: 1) The public hearing cannot be scheduled on a Sunday or on those days utilized by Miami-Dade County or the Miami-Dade County School Board for their public hearing; 2) If on a day other than Saturday, it must be held after 5:00 P.M.; and 3) must be held immediately following discussion of the tentative millage and budget of its principal taxing authority (City of Miami Beach).

Based on these guidelines, the first hearing must be held between September 3rd and September 18th. These dates are unavailable for the following reasons:

September 5 & 12	Sundays
September 7 and 20	Miami-Dade County Public Hearings
September 8	Miami-Dade County School Board Public Hearing

The first public hearing will be set for 5:02 P.M., date to be announced at the July 28, 2004 Commission Meeting, in the City Commission Chambers, City Hall, 1700 Convention Center Drive, immediately following the City of Miami Beach's public hearing.

JMG:KB:JC



RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED ROLLED-BACK RATE; AND, 3) THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2004/05; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.

WHEREAS, Section 200.065, Florida Statutes, has specified the method by which municipalities may fix the operating millage rate and adopt an annual budget for dependent taxing districts; and

WHEREAS, the Mayor and City Commission of the City of Miami Beach, acting as the Board of Directors of the Normandy Shores Local Government Neighborhood Improvement District propose that the District's General Operating Millage Rate be set at 1.123 mills and that the Rolled-Back Rate be set at 0.989 mills; and

WHEREAS, the City of Miami Beach is required to advise the Miami-Dade County Property Appraiser of the Proposed Normandy Shores Neighborhood Improvement District Operating Millage Rate, the Rolled-Back Rate, and the date, time, and place of the first public hearing.

NOW THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT, that the following recommendations of the Administration be and are hereby ratified for transmittal to the Miami-Dade County Property Appraiser, as specified in Section 200.065, Florida Statutes:

- 1) Proposed Normandy Shores Local Government Neighborhood Improvement District Operating Millage Rate for FY 2004/05

General Operating	1.123 mills
-------------------	-------------
- 2) "Rolled-Back Rate" 0.989 mills

- 3) The first public hearing on the proposed Normandy Shores Local Government Neighborhood Improvement District operating millage rate and tentative budget for FY 2004/05 shall be held at 5:02 p.m., date to be announced at the July 28, 2004 Commission Meeting, in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

PASSED and ADOPTED this 28th day of July, 2004.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/23/04

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing the Administration to issue a Request For Qualifications (RFQ) for architecture, landscape architecture, engineering, and construction administration services necessary to complete the design of South Pointe Park improvements.

Issue:

Should the City issue an RFQ for architecture, landscape architecture, engineering, and construction administration services needed to complete the planning, design, and construction of improvements to South Pointe Park?

Item Summary/Recommendation:

On July 16, 1997, the City entered into an agreement with Bermello & Ajamil (B&A) for the provision of professional services related to improvements to Group "A" Parks which included South Pointe Park. As part of a larger Commission action to expedite the completion of these projects, the City and B&A agreed to terminate the B&A's services with regard to South Pointe Park and this action was approved by the City Commission on November 13, 2002. The City then needed to contract with a consultant to complete the planning and design of the Park and provide construction administration services needed to implement the improvements. On November 13, 2002, the City Commission authorized the issuance of a RFQ No. 16-02/03 for the Planning, Design, and Construction Administration Services needed to implement South Pointe Park improvements, and the RFQ was issued on December 12, 2002. Eleven proposals were received by the January 31, 2003 response deadline, and an Evaluation Committee appointed by the City Manager met on March 3, 2003 and short-listed 5 firms for presentations. At approximately the same time, the City began considering options for resolving a longstanding zoning and land use conflict with several South Pointe area property owners. Since some of the settlement options would expand South Pointe Park and therefore the scope of services of a consultant designing Park improvements, the City delayed the RFQ evaluation process pending the finalization of a settlement. Efforts to finalize a settlement continued over the Summer and into the Fall of 2003, but no conclusion had been reached by the beginning of 2004. Due to the extended delay in reaching the zoning dispute settlement and therefore in concluding the South Pointe Park A/E consultant selection, the Administration recommended that all RFQ proposals be rejected, and that a new RFQ be re-issued after the zoning dispute had been resolved. On February 25, 2004, the City Commission approved the rejection of all responses to RFQ No. 16-02/03.

At this time, the City is scheduled to approve a final settlement agreement on July 28, 2004 which will add up to approximately 87,500 s.f. of land to the Park and require that the additional land be successfully integrated into the existing Park and surrounding urban area. Now that the expanded scope of services for the South Pointe Park project (Attachment A) has been officially determined, there is a need to reissue an RFQ for architecture, landscape architecture, engineering, and construction administration services needed to implement the project. The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Donald P. Shockey

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM RTI

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES NEEDED TO COMPLETE THE PLANNING, CONSTRUCTION DESIGN, AND CONSTRUCTION OF THE SOUTH POINTE PARK IMPROVEMENT PROJECT WITH FUNDING PROVIDED BY THE SERIES 2000 GENERAL OBLIGATION BOND, SOUTH POINTE RDA FUNDING, AND THE 1995 PARKS BOND.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On November 8, 1994, the citizens of the City of Miami Beach approved the issuance of \$15 million in general obligation bonds for park improvements (Parks Bond). Bermello, Ajamil and Partners, Inc. (B&A) prepared a Master Plan that addressed the needs of twenty (20) parks of various sizes, and improvements for the Boardwalk and bikeways. The Mayor and City Commission adopted the Master Plan on June 19, 1996.

On July 16, 1997, the Mayor and City Commission approved a Resolution authorizing the City to enter into an agreement with B&A for the provision of professional services related to the Group "A" Parks (North Shore Park, North Shore Open Space Park, Pine Tree Park, the Parks Maintenance Facility, Lummus Park, and South Pointe Park).

The original timeline for the 6 parks under B&A's professional services agreement was to have completion of construction in December 1999. Extensive delays beyond this date have been generated primarily by the identification of additional funding, most significantly the passage of the General Obligation Bond of 1999, which expanded the scopes of the projects. In addition, changing community requests have resulted in major and repeated design changes. To date, the first phase of North Shore Open Space Park, Pinetree Park and the first phase of Lummus Park have been completed.

B&A completed substantial planning efforts but work on design and construction documents had not begun by November 2002. At that time, City staff and B&A agreed to terminate the firm's services in regard to South Pointe Park and this action was approved by the City Commission on November 13, 2002.

Once B&A's services were terminated for South Pointe Park, there was a need to issue a Request for Qualifications for Professional Services including architecture, landscape architecture, engineering, and construction administration services to complete the planning, construction design, and construction of improvements to South Pointe Park. On November 13, 2002, the City Commission approved a Commission Memo authorizing the issuance of Request for Qualifications (RFQ) No. 16-02/03 for the Planning, Design, and Construction Administration Services needed to complete the planning, construction design, and construction of improvements to South Pointe Park. The RFQ was issued by the City's Procurement Division on December 12, 2002. The deadline for RFQ submittals was January 31, 2003, and 11 proposals were received from Consultants.

On January 27, 2003, the Office of the City Manager issued LTC No. 24-2003 which appointed the Evaluation Committee for this RFQ. The Committee convened on March 3, 2003 to evaluate proposals, and if needed, shortlist firms. Consensus from the Evaluation Committee was to shortlist the firms to 5 out of the 11 that submitted proposals.

At approximately the same time that the Committee met, the City began considering options for settling land use and zoning legal conflicts affecting a number of South Pointe area properties. Some of the options considered would involve the City receiving title to additional land adjacent to South Pointe Park. If the City did receive this land, it would be in the City's best interest to add the land to South Pointe Park and have the same firm that is chosen to design South Pointe Park Improvements design improvements to the added land. For this reason, the City delayed the second meeting of the Selection Committee with the intent of completing the South Pointe legal settlement before selecting a design firm. It was the City's expectation that this settlement would be reached in several months.

On March 14, 2003, all firms that submitted proposals were sent a letter informing them that the evaluation process for RFQ 16-02/03 had been postponed until further notice. Due to this further postponement, on May 6, 2003 the City requested a 90 day extension of the RFQ validation from all proposers. This extension was received but efforts to complete the South Pointe settlement continued over the Summer and into the Fall of 2003 without conclusion. On October 12, 2003, the City requested an additional 90 day time extension of the RFQ, and all proposers agreed to extend the RFQ submittal for an additional 90 days. However, by the beginning of 2004, the settlement agreement had still not been finalized. At that time, due to the extended delay in resolving the settlement agreement and therefore in concluding the selection process, the Administration recommended that all proposals for RFQ 16-02/03 be rejected, and that a new RFQ be re-issued after the City makes a final determination whether or not additional land will be added to South Pointe Park. On February 25, 2004, the City Commission approved the rejection of all responses to (RFQ) No. 16-02/03 for the Planning, Design, and Construction Administration Services needed to complete the planning, construction design, and construction of improvements to South Pointe Park.

At this time, the City is scheduled to approve a final settlement agreement on July 28, 2004. Under the settlement options contemplated, up to 87,500 s.f. of land to will be added the Park. This expansion of the Park area will require that the additional land be successfully integrated into the existing Park, and that the resulting expanded Park is designed in a manner that creates an optimal relationship between the Park and the surrounding urban fabric. Now that the settlement agreement has been finally resolved, and the final scope of South Pointe Park improvements can be identified, there is a need to reissue a Request for Qualifications for Professional Services including architecture, landscape architecture, engineering, and construction administration services needed to complete the planning, construction design, and construction of improvements to South Pointe Park.

Approximately \$3,200,000 in G.O. Bond funding and \$2,000,000 in RDA funding is currently allocated for the Project. A draft Scope of Services for the Project is attached (Attachment A), as is a Qualifications Statement, (Attachment B). The evaluation and selection of the most qualified architectural and engineering firm will be conducted pursuant to Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA).

Through the planning effort undertaken for the Park to date, two Community Design Workshops were held on May 17th and July 25th 2000 and extensive community input was received. In general, this input indicated that any reduction of green space for additional parking was opposed and that residents envisioned a fairly tranquil and passive use of the park. This input will be considered by the new Park planning and design firm once they have been selected.

However, since the scope of potential Park improvements has changed significantly with the addition of the designated portion of the Alaska parcel property, the selected design firm will also undertake a new comprehensive planning effort which will include two Community Design Workshops. A Basis of Design Report will then be adopted by the City Commission and will serve as the basis for the preparation of construction drawings. It is anticipated that this planning process may not be completed within 12 months in order to enable the City to take advantage of the Settlement Agreement clause that provides for the developer to construct within South Pointe Park, including the Alaska parcel portion being added to the Park, a parking garage or other public facility identified as appropriate by the City. In this event, we should be sufficiently far enough along in the planning process to make a decision in time to take advantage of this agreement. The developer would design and construct such a facility, and the City would reimburse the developer for only the direct cost of the work.

CONCLUSION

The Administration recommends that the Commission adopt the Resolution so that progress towards long anticipated South Pointe Park improvements can resume.

ATTACHMENT A
SOUTH POINTE PARK IMPROVEMENT PROJECT
SCOPE OF SERVICES

SCOPE OF SERVICES:

Summary:

Provide all architectural and engineering services required to substantially improve all elements of the 17 acre waterfront South Pointe Park including landscaping, irrigation, recreational areas, walkways, signage, support structures, parking, lighting, seawall improvements, bay walk, water features, natural/historic/maritime information interpretive features, and concession areas and appropriate accessory park commercial uses and any other Park elements determined to be required or desired by the City during the planning process. It is anticipated that the Park boundary shall include any or all of a substantial portion of the adjacent "Alaska parcel" property, consisting of approximately 2 ± acres and the unifying Washington Avenue Extension that connects the park to the Alaska Parcel, that is being contemplated for addition to the Park as will be ultimately determined by the City. The scope of the Park improvements may include any of the above-identified elements on this additional Park area. Required A/E services will include any urban design services necessary to successfully integrate this additional park area into the existing Park, to establish optimal pedestrian connections both within the Park and between the Park and the surrounding area, and to design Park improvements in a manner that creates an optimal relationship between said improvements and the surrounding urban fabric including built structures, open space, view corridors, roadways, and pedestrian ways and may include a preliminary master plan of the desired concepts.

Park Improvements:

Desired Park improvements will be determined during the planning process. Potential improvements include those described in the 1995 "City of Miami Beach Parks Master Plan" and those identified in community workshops previously held by the City on the Project. In addition, the selected professional services provider will undertake original planning and design analysis and hold additional community workshops to identify all potential improvements and determine those to be implemented.

ATTACHMENT B

SECTION III – QUALIFICATIONS STATEMENT FORMAT

Submittals must contain the following documents, each fully completed, and signed as required. Submittals which do not include all required documentation, are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. Non-responsive submittals will receive no further consideration.

A. CONTENTS OF QUALIFICATIONS STATEMENT

Table of Contents

The Table of contents should outline in sequential order the major areas of the submittal, including enclosures. Each submittal must contain the Firm's general overall experience as described in paragraph B entitled, Minimum Requirements/Qualifications. All pages must be consecutively numbered and correspond to the table of contents.

Technical Proposal

Provide a narrative, which addresses the scope of work, the proposed approach to the work, and any other information called for by the RFQ.

Price Proposal

None is required at this time. Fees are to be negotiated with the top-ranked team(s). Note that it is the City's intent to enter into an Agreement based on a Not-to-Exceed fee basis.

Qualifications

The minimum qualification requirements for this RFQ are described in Section III-B. Respondents must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals which do not contain such documentation may be deemed non-responsive.

Documents to be completed and returned to the City (Acknowledgement of Addenda and Respondent Information Forms) Section VI.

Any other document required by this RFQ, such as a Questionnaire or Response Guarantee.

B. MINIMUM REQUIREMENTS / QUALIFICATIONS

Design Team must have prior experience within the past ten years with at least 3 urban park projects including both buildings and site improvements valued at a minimum construction cost of \$2,000,000.

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Appropriating \$1,450,578, From The Following Funding Sources: \$777,004 From The General Fund Capital Replacement Fleet Funds For Fire Department Vehicles; \$226,972 From the 2% Resort Tax Funds; \$443,512 from the 1999 General Obligation Bond for the Shorelines; and Seawall Project and \$3,090 from the Stormwater Bond Fund Series 2000, to provide sufficient funding to commence construction of the new Fire Station No. 4 building and the corresponding Seawall repairs and restoration scope.

Issue:

Shall the City appropriate funds in the amount of \$1,450,578 to commence construction scope of the new building and seawall Project?

Item Summary/Recommendation:

On October 15, 2003, Resolution No. 2003-25378 was adopted by the City Commission, granting a Certificate of Appropriateness for Demolition for the existing Fire Station No. 4 structure. The review by the Building and Planning Departments of the new Fire Station No. 4 construction documents was completed on June 14, 2004 and demolition of the existing building is expected to be completed by the end of July 2004 by Carivon Construction, Inc. (Carivon), a Contractor selected through the Job Order Contracting (JOC) Program. The seawall restoration at the Fire Station No. 4 site was also added to the Project. Due to site constraints, primarily the proximity of the seawall to the new building foundation, the seawall repairs will be more economical and efficient if performed prior to the construction of the fire station. Carivon has provided proposals for both phases of the Project. Additional funding, in the amount of \$1,003,976 for the Fire Station is required to commence construction. Additionally, a portion of the funding for the seawall has not been previously appropriated, so an appropriation for the project is now needed. Funding for this is available within the GO Bond allocation for Shorelines and Seawalls. The Administration recommends both appropriations. The Fire Station Project has been included in the Miami-Dade County General Obligation Bond List for Referendum to be considered in November 2004 in the amount of \$1 million. Consequently, if the County Bond is passed by the voters, funds may become available to reimburse the additional funding being sought at this time.

Advisory Board Recommendation:

NA

Financial Information:

<div>Source of Funds:</div> <div></div> <div>Finance Dept.</div>	Amount	Account	Approved	
	1	\$777,004	General Fund Capital Replacement	
	2	\$226,972	2% Resort Tax	
	3	\$443,512	GO Bond - Shorelines & Seawalls	
	4	\$3,090	Stormwater Bond Fund Series 2000	
		\$1,450,578		

City Clerk's Office Legislative Tracking:

M. Alexandra Rolandelli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH 	RCM 	

N-FS4-02107282004

AGENDA ITEM R7J
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$1,450,578, FROM THE FOLLOWING FUNDING SOURCES: \$777,004 FROM THE GENERAL FUND CAPITAL REPLACEMENT FLEET FUNDS FOR FIRE DEPARTMENT VEHICLES THAT HAVE BEEN OR WILL BE ACQUIRED FROM OTHER FUNDING SOURCES; \$226,972 FROM THE 2% RESORT TAX FUNDS; \$443,512 FROM THE 1999 GENERAL OBLIGATION BOND FOR SHORELINES AND SEAWALLS; AND \$3,090 FROM THE STORMWATER BOND FUND SERIES 2000, TO PROVIDE SUFFICIENT FUNDING TO COMMENCE CONSTRUCTION OF THE NEW FIRE STATION NO. 4 PROJECT AND THE ADJACENT SEAWALL REPAIRS AND RESTORATION SCOPE.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

Funding

Funds in the amount of \$1,450,578 are available from the following sources for this appropriation:

Fire Station No. 4:

General Fund Capital Replacement Fleet Fund For Fire Department (Vehicles have been or will be acquired from other funding sources)	\$777,004
--	-----------

2% Resort Tax Funds	\$226,972
---------------------	-----------

Sub-Total Fire Station:	\$ 1,003,976
--------------------------------	---------------------

Seawall:

1999 GO Bond for the Shorelines and Seawall Project	\$443,512
---	-----------

Stormwater Bond Fund Series 2000	\$3,090
----------------------------------	---------

Sub-Total Seawall:	\$ 446,602
---------------------------	-------------------

Total Project:	\$ 1,450,578
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For the Fire Station No. 4 project, the CIP Office is continuing to negotiate the price with the Contractor. The Resort Tax portion noted above is currently needed based on the Contractor's current price. However, if we are successful in getting this amount reduced, then the funding from Resort Tax would be eliminated and if a lesser need still exists, we would look to fund the amount needed with a Fiscal Year 2004/2005 North Beach Development Corporation Quality of Life allocation. This funding allocation would be consistent with the previous use of Middle Beach Quality of Life funds to fund a portion of the shortfall in the Fire Station No. 2 project. We would look to fund FF&E requirements for this station in Fiscal Year 2005/2006.

ANALYSIS:

On March 20, 2002, the Fire Station No. 4 was designated as a historic site by the Mayor and City Commission and is classified as a contributing building in the City's Historic Properties Data Base. Due to site constraints, the proposed improvements were to be conducted in two phases: relocation of the contributing structure to a southwesterly position on the site and design and construction of a new state-of-the-art, three bay apparatus building.

On July 2, 2003, the Mayor and City Commission directed the Administration to pursue demolition of the existing structure based on the fact that the cost for the relocation was significantly higher than initially estimated. Pursuant to City Code, Section 1 18-563, Certificates of Appropriateness for Demolition of such structures are granted or denied in accordance with the procedures set forth therein, including the requirement that the Historic Preservation Board (HPB) hold a public hearing and transmit the recommendation to the City Commission, and if appropriate, that the City Commission then hold a public hearing and vote on the request. On September 9, 2003 the HPB held a public hearing to consider the request and then voted 4-3 to recommend granting the request. As part of the review, some requirements were added with regard to landscaping, breeze block, location of a commemorative monument, and shade trees along Indian Creek Drive.

The HPB's recommendation was submitted to the City Commission and, on September 10, 2003, Resolution No. 2003-25336 was adopted, setting a public hearing. On October 15, 2003, Resolution No. 2003-25378 was adopted by the City Commission, granting a Certificate of Appropriateness for Demolition for the existing Fire Station No. 4 structure. The review by the Building and Planning Departments of the new Fire Station No. 4 construction documents was completed on June 14, 2004 and a demolition permit was issued on July 9, 2004. Carivon Construction, Inc. (Carivon) was selected through the Job Order Contracting (JOC) Program to demolish the existing building. Demolition of the existing structure is expected to be complete by the end of July 2004.

The seawall restoration at the Fire Station No. 4 site was also added to the Project Scope due to its proximity to the new Fire Station foundation. The seawall repairs will be more economical and efficient if performed prior to the construction of the fire station. The designer, Coastal Planning Engineers, has prepared the construction drawings for the

seawall restoration and completed the permitting process through both Miami-Dade County DERM and the City's Building Department. The permit is ready to be issued. The seawall portion of the project is fully funded by the GO Bond allocation for Shorelines and Seawalls.

Although staff has made every effort to maintain the Project within the funding allocation, this has ultimately not been possible given the programmatic needs of the facility and requirements imposed by different regulatory entities that were not originally anticipated. For the past few months, staff has been reporting that these elements, together, were expected to place the project about \$ 500,000 over budget. Attachment 1 details the overages that were previously identified by the staff and the Architect. Included in this listing are: an increase of the square footage of the new building; upgrading of the venting system to more efficiently eliminate the fumes created by running engines; regulatory requirements for landscaping, exterior parapet wall, and utility connection locations; and the need for a construction contingency. The plans have been revised to include a site master plan, of which only the landscaping portion contained within the property lines will be implemented at this point. Other requirements include the re-stripping of the parking lot and corresponding pedestrian connector to the seawall promenade to meet ADA regulations.

The CIP Office submitted to Carivon the construction documents for the Project with a Request for Proposal under the JOC program. Carivon submitted a proposal for the new building on July 13, 2004. The analysis of it indicates the following:

New Building Construction Hard Cost:

General Requirements	\$ 449
Site Work / Drainage / Landscaping / Irrigation	456,820
Concrete / Masonry	613,205
Metals / Wood / Plastics / Thermal Protection	257,403
Doors / Windows / Finishes	472,184
Specialties / Equipment / Life Safety	120,763
Mechanical / Electrical	627,577
Total Construction Cost	\$ 2,548,401

The Total Site Area is 21,623 sq. ft. and the Total Building Area is 9,140 sq. ft. This cost estimate translates to \$21.12/sq.ft. of Site Area for Site Work and \$228.83/sq.ft. of the Building Area for Construction Cost. By comparison, Fire Station No. 2, priced in December 2003, has a per square foot cost of \$224. The Miami Beach Golf Club Clubhouse, priced in December 2002, has a per square foot cost of \$205. While both of these buildings are different from Fire Station No. 4 in terms of building height for Fire Station No. 2 and finishes for the Clubhouse, they are of similar building materials and construction. Given the adjustments due to the increased costs of building materials noted below, staff recommends this price as a fair representation of a market price.

The current proposed cost for the Fire Station exceeds current funding by \$1,003,976. In addition to the already identified project increases of \$426,486, it appears that recent

increases for construction materials, such as concrete and steel, are also significantly contributing to the Project's funding shortfall. In the past six (6) months, the cost for steel has increased by at least fifty percent (50%) and the cost for concrete has increased by at least thirty percent (30%). Costs for other common building materials, such as gypsum, have increased by similar margins. Attachment 2 includes several industry articles that document these increases.

Material costs, on average, account for approximately fifty percent (50%) of a project's cost. Given the recent, abnormally large, spikes in building materials, staff believes that this accounts for the additional twenty-five percent (25%) cost increase over and above the originally projected shortfall. Together, the two identified Project cost increases are totaling the \$1 million additional funding request. Although the option exists to put the Project out for a traditional bid process, staff has indicated that due to the existing market conditions, the City is not likely to get a substantially better price to build the Project. A regular bid process is likely to take six (6) months, which would place construction commencement around February 2005. Alternatively, through the JOC process, construction can begin by the end of August 2004.

Carivon has also provided a Proposal for the seawall scope in the amount of \$419,470. This proposal includes the restoration of the existing rip rap, construction of new capping, and repairs to the wood dock decking.

It is important to note that while the above referenced price proposals are being used to estimate the total budget of the Project, the Administration is still conducting price review sessions with Carivon, the Architect-of-Record, and the City's Program Manager with the expectation to achieve reductions for the hard cost of the Project.

The total estimated budget for this Project is as follows:

Fire Station No. 4:	Total	Already Appropriated	To Be Appropriated
Hard Costs:			
Demolition of existing structure	104,806		
New Building Construction	2,548,401		
Contingency	254,840		
Soft Costs:			
JOC Coordination Fee (Demolition)	4,584		
JOC Coordination Fee	38,226		
Special Inspector Fee	23,800		
Architect/Engineer Fee	394,633		
CIP Office Project Management Fee	85,073		
Art-in-Public Places	25,138		
Program Management Fee	224,438		
Total	\$3,703,939	\$2,699,963	\$1,003,976

Seawall Scope:	Total	Already Appropriated	To Be Appropriated
Hard Costs:			
Construction	419,470		
Contingency	41,947		
Soft Costs:			
JOC Coordination Fee	6,292		
Architect/Engineer Fee	21,384		
CIP Office Project Management Fee	11,487		
Program Management Fee	21,668		
Total	\$522,248	\$75,646	\$446,602

In order to continue with the Project's construction schedule and to execute the contract with Carivon Construction, the total identified amount of \$1,450,578 needs to be appropriated to complete construction of the new building and seawall project scopes.

The Project has been included in the Miami-Dade County General Obligation Bond List for Referendum to be considered in November 2004 in the amount of \$1 million. Consequently, if the County Bond is passed by the voters, funds may become available to reimburse the additional funding being sought at this time.

CONCLUSION:

The Administration recommends that the Mayor and City Commission appropriate funds, in the amount of \$1,450,578, for the construction scope of the new Fire Station No. 4 building and the Seawall repair and restoration scope.

JMG/RCM/TH/JEC/ar

T:\AGENDA\2004\Jul2804\Regular\FS4 Construction Appropriation Memo 072804.doc

Attachment 1

**Miami Beach Fire Station #4
Construction Cost Impact Summary
July 20, 2004**

**MCHarry Associates
2780 SW Douglas Road
305 445 3765**

HPB Issues

Glass blocks were added on the West elevation at the South end	\$1,800.00
Wall with "Breeze Block" type openings was added as the generator screen wall at the West	\$3,500.00
Exterior walks and paving was revised to include colored concrete in lieu of a typical sidewalk construction.	\$5,600.00
<i>A paved area in front of the Apparatus bay was added at this point</i>	
Change walks to brick pavers in lieu of typical walks	\$17,500.00
Landscape screening material was added and the backflow preventor.	\$1,000.00
<i>Addition of plantings add Irrigation</i>	
Additional plantings and curbs added along 69 st. and within the site	\$1,000.00
Shade trees were added along the bay. Relocated trees were also re-oriented to front the bay area.	\$1,500.00
<i>Addition of plantings add Irrigation</i>	
Palm and Gumbo Limbo trees were added along the street in accordance with CMB design requirements	\$10,500.00
<i>Revisions to site plan layout</i>	
Retaining wall to separate "back yard" and future promenade	\$33,000.00
Relocate backflow preventor to a less conspicuous location	<u>\$1,750.00</u>
Sub-total	\$77,150.00
General Conditions + Overhead and profit	27% \$20,831.00
Total for additional HPB Requirements	\$97,981.00

Fire fighters

The Station was expanded by approximately 600 Sf. to the South; Cost per Sf. from 75% \$262/sf	\$157,200.00
Addition of the vehicle exhaust extraction system	\$29,800.00
Addition of partial height wall to provide individual bunk rooms	\$7,000.00
Also needed more skylights because of additional Dorm space	\$4,000.00
Inclusion of built in cabinetry, storage and TV stand	<u>\$9,000.00</u>
Sub-total	\$207,000.00
General Conditions + Overhead and profit	27% \$55,890.00
Total for additional firefighters Requirements	\$262,890.00

CMB plan reviewer requirements.

Addition of 2 smoke doors in the hallway	\$3,500.00
<i>Both include panic hardware</i>	
Provision of special detectable warnings on curbs	\$1,000.00
Addition of a concrete walk to the West, egress to street	\$1,500.00
Addition of walkway at South parking lot, access to promenade area from this lot	\$2,000.00
Add site walkway lights at exterior walks for egress	<u>\$2,000.00</u>
Sub-total	\$10,000.00
General Conditions + Overhead and profit	27% \$2,700.00
Total for additional CMB Requirements	\$12,700.00

Total Construction	\$373,571.00
---------------------------	---------------------

AE Additional Services as authorized

Permit Expediting	\$1,708.00
Special Inspector	\$21,926.00
CMB landscape changes	\$2,417.00
Paver and walkway changes	\$4,864.00
Building expansion	<u>\$24,000.00</u>
Total AE Additional Services	\$54,915.00

Grand Total (added construction costs and AE fees)	\$428,486.00
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Attachment 2

Industry Articles Referring to Recent Changes in Prices of Construction Materials:

Miami Today News – Week of May 20, 2004:
“Homebuilders getting slammed by cost increases”
by Samantha Joseph and Sherri C. Ranta

The Business Journal – March 19, 2004:
“Testing builders’ mettle: price hikes buff costs”
by Darcie Lunsford and Ed Duggan

Multi-Housing News – July 1, 2004:
“Through the Roof”
by Keat Foong, Executive Director

The Construction Legislative Week in Review – March 4, 2004:
“House Committee to Look at Steel Prices – AGC Submits Testimony”
by Brian Deery

Nes-Press.com – May 6, 2004:
“Shortage to be felt in pocketbooks: Contractors seeking ways to cope with disruption”
by Dick Hogan



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Homebuilders getting slammed by cost increases

By Samantha Joseph and Sherri C. Ranta

Concrete prices are likely to rise 30% in the next six months, driven by a statewide shortage of cement, which is used to create the fundamental building material.

Also, rising gasoline and diesel prices are expected to lead to a 50% increase in a fuel surcharge for every load of concrete hauled to building sites, said Adonel Concrete president Luis Garcia.

Three price increases by January will add at least \$20 to the cost of a cubic yard of concrete, suppliers say. Each unit now sells for about \$55 but could reach \$60 after a July 1 hike.

The increases would translate to a \$15,000 hike of the cost for the foundation on a 3,000-square-foot home.

And builders warn that other rises may be in store for homebuyers.

Adonel and other suppliers implemented a \$5 fuel surcharge in July for every load of building material delivered. Within weeks, the surcharge could reach \$7.50.

The growing costs have led to skepticism among some potential homebuyers who have put off purchases, Mr. Garcia said.

"Things are slowing down," he said. "It's already happening, and what developers might end up doing is building smaller, more affordable housing."

Continental Concrete and Supermix collaborated this month to produce 3,000 cubic yards of concrete in a project that would be too large for them to handle individually.

At Adonel, the shortage means nixing plans to hire 40 truck drivers this summer. It also means closing shop two days a week to prevent layoffs.

"We're not making money," Mr. Garcia said. "We're just breaking even."

Rapid inflation in wholesale prices of building materials during the past 18 months could catch builders off guard, said one local developer.

Annual cost increases of 3% to 5% are projected in the construction industry, said Tibor Hollo, Florida East Coast Realty president and chairman. But costs of some materials are much higher now than many area developers and builders would expect, he said.

In a review by his company, Mr. Hollo said, it found that steel costs have increased 50% in the past seven months. Costs are up for other core materials such as wire strand, cement, gypsum, steel studs and plywood. Concrete costs are up 31% and gypsum costs 33%.

"While the tremendous growth in China and the rest of Southeast Asia is seen as the primary catalyst," he said this week, "there are many additional factors such as the weak dollar, rising energy prices, insufficient shipping resources and reluctance on the part of foreign manufacturers to play ball with the US given the protectionist posture of the Bush administration."

"Add this to the above-average demand for materials," Mr. Hollo said, "and you might call it the perfect storm in terms of all these factors rising all at once to create these extraordinary spikes in prices as well as shortages in supply."

Knowing about and anticipating increases can prepare developers for cost adjustments, but many units that are pre-sold may force developers to take a loss, he said.

"Lots of people, when they realize what's happened to their

articles online

- Homebuilders getting slammed by cost increases
- Miami Beach officials have about Watson Island project
- Developers, conservationists over development boundaries
- Miami Beach office marks signs of life
- Aventura businesswoman India-US chamber
- Grand Prix promoters prepare Miami
- Archaeologist working to reopen Miami Circle to public

costs and they are unable to adjust their pricing, they will not proceed with construction," Mr. Hollo said. "As they do, supply will be more plentiful."

Mr. Hollo said this week that he doesn't expect costs of construction materials to go down much. People in the industry will adjust and condominium prices will reflect the higher costs, he said.

Developers and builders are feeling the material shortage, Mr. Hollo said. Some builders have been waiting for foundations to be poured for more than a month. Foundations, as thick as 9 feet, require a continuous pour and about 2,000 yards of concrete, he said.

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Testing builders' mettle: price hikes buff costs

Darcie Lunsford and Ed Duggan

Steep hikes in steel prices nationwide - on some products as much as 200 percent - are straining South Florida contractors and pushing up the cost of construction projects.



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"You are looking at 6 to 12 percent price premiums on the cost of building because of these prices," said Kent Long, senior VP at Plantation-based Centex Rooney Construction Co. "It is a

pretty good impact."

In the past six months, Long said, the cost of rebar - steel frame and metal conduit to hold wiring - has jumped by more than half in South Florida.

These spikes continue to make bidding projects difficult, he said.

Contractors must build in wiggle room to accommodate the rising prices, Long added, because post-bid adjustments anger clients.

Building 'bones' rising in price

"In 24 years I've never seen anything like this," said Gary Shear, president of Miami-based Shear Design & Construction. "Wire mesh, rebar, steel studs - the prices have just exploded. Everything to do



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with the 'bones' of a building is going up."

The increases are not confined to steel.

"Plywood has doubled in price from \$13 to \$26 a sheet over the last six months," Shear said. "Drywall is up 20 percent in three months. Concrete went up 10 percent on Dec. 31 - and my roofing subcontractor just called and wants to renegotiate his contract because his prices have all risen."

Some buildings may actually have to be redesigned to compensate for huge price swings, which can amount to several hundred thousand dollars on major condo and commercial high-rises, said Centex Rooney's Long.

Members of Associated General Contractors of America (AGC), a construction trade organization, report steel price increases ranging from 20 percent to 196 percent, depending on the product, in the last two months. AGC also reports delays in securing certain steel products, regardless of price.

Steel woes could turn profits to losses

"The steel industry is truly spinning on top of its head right now," said Mike Bengé, president of Denver-based ABC Coating, a large, national producer of reinforcing steel.

Contractors and builders often bid jobs with narrow profit margins. The rapidly rising price of steel could turn those narrow margins into growing losses.

"For residential projects where many of the units have been pre-sold based upon old prices, there may be problems ahead," Shear said.

E-mail Real Estate Editor Darcie Lunsford at dlunsford@bizjournals.com. E-mail residential real estate writer Ed Duggan at eduggan@bizjournals.com. Erin Johansen, a reporter with The Denver Business Journal, contributed to this report.

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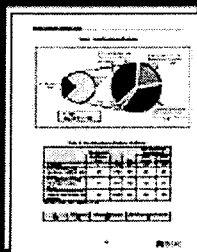
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Through the Roof

Skyrocketing Bldg.-Material Costs Cut Profits, Could Curtail Apartment Development

By Keat Foong, Executive Editor

JULY 01, 2004 -- Orlando, Fla.—In just the past three months, prices for building materials have risen sharply across the country, and the effects of this inflation on multi-housing developers have been severe, cutting painfully into the profit margins of many.

Developers said that if the inflationary trend continues much longer, they expect the number of new development deals getting done will decrease substantially: The skyrocketing prices "simply make multifamily rentals very hard to underwrite because the margins are so very thin," said Steve Patterson, CEO and president of Zom Cos., based here.

Agreed Andy Miller, senior vice president of the Phoenix office of Picerne Real Estate Group: "[The pricing increases] will make justifying new construction increasingly difficult. Many apartment developers, in justifying new construction, are having to bet on future rent increases."

So just how much have prices escalated and for what types of materials? The National Association of Home Builders (NAHB) reports that lumber, steel, oriented strand board (OSB) and plywood have all seen steep price jumps, and cement shortages are beginning to be experienced in Florida and could soon affect other states.

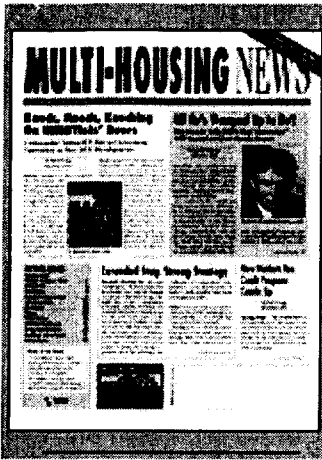
Price increases are also beginning to be seen in many other products such as drywall, insulation and the products that use lumber or steel, such as cabinetry, doors, wood trim and hardware.

Craig Green, vice president of development operations at Taplin Development, based in Fort Lauderdale, Fla., said that over the past six months steel rebar has increased 40 percent, structural steel by 50 percent and plywood has doubled to \$23.99 per sheet today compared to \$12.99 to \$15.

"Costs have really skyrocketed. They have started

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going out of control," said Green.

Some builders, in fact, have reported increases of up to 100 percent over the past year in the price of rebar, according to NAHB.

Other frightening facts: In April, framing lumber prices stood at \$439 per 1,000 board feet—the highest level since July 1999, according to Random Lengths, a wood-products industry trade publication. The wholesale price for a 4'x5' sheet of OSB rose from about \$6 at the beginning of April 2003 to more than \$26 a year later, NAHB reported.

Don Gause, senior vice president of Aliso Viejo, Calif.-based Shea Properties, which has three multi-housing projects totaling about 1,200 units under construction, noted that overall hard costs for a 340-unit apartment community under development in Ventura County, Calif. have increased by 12 percent since construction began.

Gause said the hard-cost increases are reducing total cash-on-cash returns by as much as 30 percent. "That, clearly, is substantial," he said.

Material World

What are developers doing to combat the effects of these spiraling costs? One obvious solution is to pass the cost on to the consumer.

Greene noted that to deal with the pricing spike, his company raised proforma rents from \$1.23 per square foot to \$1.45 at a 376-unit high-rise/garden-style apartment in Fort Lauderdale, Fla. financed under the FHA 221(d)(4) program. Fortunately for him, he said, the community is on the water and can support the increased rents.

Many other developers, however, will not be so lucky in terms of their ability to move rents aggressively. But there are other steps developers can take to try to ease the pricing pinch.

One approach, naturally, is to use less expensive materials. For example, Tom Dolan, vice president of the New York-based Sterling American Property Inc., which has developed thousands of Class A units across the country, said his company is looking for cheaper substitute materials. The NAHB Research Center is looking to help developers such as Dolan by providing information about alternative, lower-cost materials: non-structural sheathing, fiberboard and cementitious boards, etc.

Still, that may not be a feasible solution for all developers. Harvey Hernandez, president and CEO of H&H Development Co. in Coral Gables, Fla., suggested that building codes in Dade and Broward County, Fla. may not allow the use of those materials.

Rather than using different types of materials, others are looking to unconventional construction processes. Bob Koch, founding partner of Fugleberg & Koch Architects, explained that two projects he is working on are testing the use of modules—prefinished 60'x10'x15' boxes that are transported to the site and assembled and stacked to create the building. Built offsite in Canada, these modules reduce the construction time and circumvent higher building materials costs in the U.S.

And as a result of the steep rise in steel prices, many developers are considering using post-tension concrete reinforcement systems in high-rises rather than mild steel systems, noted Daniel Marquardt, principal at Thornton-Tomasett Engineers, headquartered in New York.

Based on a highly stretched cable system, post tensioning uses one-third less steel, said Marquardt. "It looks like that's where [residential high-rise construction] is going," he said.

Marquardt noted, however, that the downsides to post-tensioning systems are that they use more skilled labor; the thinner and less level concrete slab floors may need a leveling agent; and there are limitations on where plumbers and electricians can drill holes in the building structure as inappropriate drilling can pop the cable tensioning system.

Supplier-Side Economics

Another key strategy developers are pursuing is to revise the way they deal with those who purchase or provide building materials.

Shea Properties' Gause, for example, said he is contacting suppliers and contractors to obtain their predictions on pricing trends—for example, getting their expert opinion on when a particular product will be in peak demand and therefore at a peak price. Shea then times its buys accordingly.

Shea is also buying in bulk some materials that can be stored—such as drywall. Sterling American, too, is "locking into contracts where we are able to take advantage of bulk purchasing," Dolan said.

And speaking of bulk buying, Koch pointed out that when choosing contractors, bigger may be, if not better, then at least more cost effective. National account contractors can usually negotiate better prices (and are more able to get their hands on material in short supply) than smaller contractors that rely on a local lumber yard or cement plant.

Kamy Molavi, partner at the law firm of Seyfarth Shaw LLP, advised developers to minimize any delay between the time of the contractor's estimate and the signing of the contract.

"Problems arise when prices go up before the

contractor can get a chance to purchase the steel," Molavi explained, adding that some state laws allow suppliers to come back to contractors to ask for a price adjustment even after the contract is signed. "But if the general contractor is able to purchase all the materials in a timely fashion, the owner would not even hear about price increases [over the course of the development]."

No Relief Before '05

Unfortunately, developers may have to deal with the effects of rising prices for a while yet. According to Michael Carliner, an NAHB economist, the high prices for building materials are generally here to stay through the end of this year.

Among the prices that are more likely to come back down in 2005 are those for OSB and plywood—materials whose increasing cost is due to lack of production capacity, Carliner indicated. It will take a while to build the additional capacity, but as it comes online, the prices of those products should moderate.

The rising price of steel results in great part from China's super-heated economy. As the economy in China is likely to slow down next year, this should take the pressure off steel prices, said Carliner. But he warned that economies in other countries may pick up to compensate for the slack. And the effect of higher steel prices on other products, such as household appliances, have yet to fully filter through to developers, he said.

As for the cement shortage, much of which is due to shortage of shipping lanes and ships, Carliner indicated that the situation likely will get worse and spread beyond Florida to other hot construction markets before it gets better.

And NAHB maintains that the 27 percent duty imposed on lumber imported from Canada (which supplies more than a third of the lumber used by US builders) is keeping lumber prices high; Canada is currently appealing these duties.

Not as Bad as All That

While many developers see the current pricing surge as a serious—if not downright dire—impediment to profitable development, the situation affects some property types less negatively than others.

Condominium developers, for example, have two advantages over their apartment brethren.

First, profit margins, generally, are substantially greater. And second, cost increases in condominiums can be more easily passed on to the buyers, said Steve Patterson, CEO and president of Zom Cos. Indeed, Patterson said many developers are writing provisions into sales contracts allowing for adjustments in pricing in the event of labor or materials shortages.

And repositionings, which, of course, require less material than a new build, don't pack quite as nasty an inflationary punch. Tom Dolan, vice president of Sterling American Property Inc., said his company's investors have not been overly concerned at this point about the rising prices for its rehab projects, which have been moderate.

Finally, some industry observers believe the price increases have been just mildly damaging, not devastating. Michael Rodgers, a partner in the Atlanta office of the law firm of Seyfarth Shaw LLP, pointed out that cost increases of building materials still typically fall well within the 5 to 10 percent construction-cost contingency required of most developments by lenders.

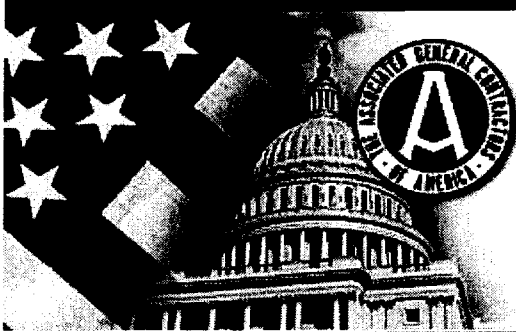
Rodgers cited a 300-unit condo project in Atlanta that saw its steel costs increase by \$600,000. This constituted roughly only 1 percent of the total cost—well below its construction contingency. "The cost increases will affect margins, but it is typically not crippling," said Rodgers.



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- ▶ AGC Calls Contractors to
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- ▶ Majority Leader Pledges
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Legislation

AGC PAC News

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Federal & Heavy Construction

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Federal Contractors with its
Newest Publication Release

■ House Committee to Look at Steel Prices- AGC Submits Testimony

House Small Business Committee Chairman Don Manzullo (R-III.) announced this week that he has scheduled a committee hearing for Wednesday, March 10, to investigate the recent dramatic surge in prices for steel and other metals, and how those cost increases are pummeling small manufacturers and threatening job creation in America.

The hearing announcement noted that according to one industry source, scrap steel was selling for \$100-\$120 a ton at the end of 2003. In January, it spiked to \$210 a ton and is likely to increase another \$50 to \$60 by the end of February. The prices of nickel, copper and aluminum have recently experienced similar hikes. The hearing will probe the reasons behind the rapid price surges, determine the damage those hikes are causing to small manufacturers in America and consider solutions. AGC will submit testimony pointing out the impact these spiking prices will have on construction contractors with fixed price contracts and the difficulty that the uncertainty of future prices and availability will have on the bidding process.

For more information contact Brian Deery at 703-837-5319 or e-mail deeryb@agc.org.

Due to AGC's 85th Annual Convention in Orlando, Fla., there will be no CLWIR on Thursday, March 11. The CLWIR will resume, in electronic format, on March 17.

AGC PAC REMINDS YOU THAT THERE ARE ONLY 242 days until Election day, November 2, 2004!

Mark your calendars for AGC's 2004 Convention in Orlando, Florida, March 10 - 13, 2004. For more information please [click here](#).

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Shortage to be felt in pocketbooks

Contractors seeking ways to cope with disruption

By **DICK HOGAN**, dhogan@news-press.com

Published by news-press.com on May 6, 2004

Builders are looking for ways to cope with an unexpected shortage of cement — but higher prices for consumers and some disruptions in construction appear likely for at least the next several months.

One builder estimated higher cement prices — coupled with increases in other building materials such as wood, steel and asphalt — could drive up construction costs for a new home by as much as 5 percent.

Experts say contractors across Florida are suffering from a perfect storm of economic conditions: some cement plants in the state are temporarily idle; China is using a huge amount of construction materials; and a sustained boom in U.S. construction this winter has strained domestic supplies nationwide.

"It's a choke, not a hiccup," Fort Myers-based Cement Industries president Gay Rebel Thompson said of the sudden lack of cement that struck Friday. Thompson's suppliers are allocating her about 30 percent less than she could use for the company's work as a major supplier of floors, roofs and other structural components of large buildings.

"Hopefully everything will straighten out next week," she said. "We're expecting literally the ship to come in": a tanker full of portland cement is scheduled to arrive in Miami to ease the shortage.

Portland cement is the powder used along with rock and sand to manufacture concrete.

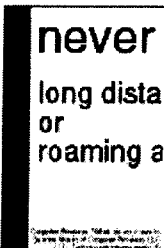
"I don't know how high it will go but the rumor I've heard is \$10 a (cubic) yard" more than the present price of about \$70, said Mastercraft Home Builders President Paul Kaufmann. His company builds middle-income homes in Southwest Florida.

A typical 2,000-square-foot house uses about 50 cubic yards of concrete so that's about \$500 that will start to be passed on to buyers beginning almost immediately. Along with recent increases in building products including steel, asphalt and lumber, he said, "You're probably looking at about 4 to 5 percent" more at most for the price of building a house. That would be \$10,000 more in building costs for a \$200,000 house (at 5 percent).

But how long the cement shortage will continue to cause inflated prices isn't known, said Michael Carliner, a Washington-based economist for the National Association of Home Builders.



Richard Brown saws concrete slabs at Cement Industries, Inc. on Tuesday. Cement, the vital ingredient of concrete, is in short supply, raising its prices internationally.



RESOLUTION TO BE SUBMITTED

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R9

**NEW BUSINESS
AND
COMMISSION REQUESTS**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



OFFICE OF THE CITY CLERK

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: BOARD AND COMMITTEES

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE	TOTAL MBRS	APPOINTED BY	TOTAL VAC	PAGE
Beach Preservation Board	10	Commissioner Richard L. Steinberg	1	Page 4
Community Development Advisory Committee	14	Commissioner Matti H. Bower Mayor David Dermer	1 2	Page 11
Convention Center Advisory Board	7	Mayor David Dermer	1	Page 15
Convention Center Capital Projects Oversight Com.	7	Mayor David Dermer	1	Page 16
Design Review Board	7	City Commission	1	Page 18

AGENDA ITEM
DATE

R9A
7-28-04

VACANCIES

BOARD OR COMMITTEE	TOTAL MBRS.	APPOINTED BY	TOTAL VAC.	PAGE
Fine Arts Board	14	Commissioner Jose Smith Commissioner Matti H. Bower	1 1	Page 19
Health Facilities Authority Board	6	City Commission	1	Page 23
Hispanic Affairs Committee	7	Mayor David Dermer	1	Page 24
Marine Authority	7	Mayor David Dermer	1	Page 28
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	2	Page 29
Miami Beach Florida Sister Cities	22	Mayor David Dermer	4	Page 32
Parks and Recreational Facilities Board	10	Mayor David Dermer	1	Page 35
Personnel Board	10	City Commission	1	Page 36
Safety Committee	14	Commissioner Matti H. Bower Commissioner Saul Gross Mayor David Dermer	1 1 1	Page 42

Attached is breakdown by Commissioner or City Commission:


JMG:REP/lg

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- **Miami Beach Transportation Management Association (TMA)**
- **Dade Cultural Alliance**
- **Tourist Development Council**
- **Performing Arts Center Trust (PACT)**

Commissioner Luis R. Garcia, Jr.

- **Unclassified Employees and Elected Officials Retirement System**
- **Greater Miami Convention and Visitors Bureau**

Commissioner Jose Smith

- **Metropolitan Planning Organization**

Commissioner Richard L. Steinberg

- **Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities**
- **Miami-Dade League of Cities**

City Commission Committees


Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

C: MDB
BP
LC



**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

FROM: SIMON CRUZ 
COMMISSIONER

DATE: JULY 9, 2004

**RE: MARCELO LLORENTE NOMINATION TO THE
PERSONNEL BOARD**

Please place on the July 28th, 2004 City Commission Agenda an item nominating Mr. Marcelo Llorente to the Personnel Board. His application and resume has been provided to the City Clerk's office.

SC/ml

Agenda Item R9A1
Date 7-28-04

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C: MDB
LC



**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

FROM: SAUL GROSS *SG*
COMMISSIONER

DATE: JULY 21, 2004

**RE: ALEX DEGASPERI NOMINATION TO THE
PERSONNEL BOARD**

Please place on the July 28th, 2004 City Commission Agenda an item nominating Mr. Alex DeGasperi to the Personnel Board. His application and resume has been provided to the City Clerk's office.

SC/ml

Agenda Item R9A2
Date 7-28-04

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CITY OF MIAMI BEACH

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http://ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **APPEAL OF DRB FILE NO. 17666**

REVIEW OF A DESIGN REVIEW BOARD DECISION APPROVING A REQUEST BY FISHER ISLANDS HOLDINGS, LLC FOR THE CONSTRUCTION OF AN ELEVEN (11) STORY MULTI-FAMILY RESIDENTIAL BUILDING LOCATED AT THE EASTERMOST PORTION OF THE SITE AT 7100 FISHER ISLAND DRIVE ON FISHER ISLAND.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission affirm the decision of the Design Review Board.

ANALYSIS

The Mayor and City Commission has been requested to review a decision of the Design Review Board (DRB), wherein it approved DRB File No. 17666 pertaining to the Palazzo del Mar project at 7100 Fisher Island Drive on Fisher Island. The subject project received Design Review Approval on May 18, 2004 for the construction of an eleven (11) story multi-family residential building located at the easternmost portion of the site. The Final Order for the subject project was rendered on June 1, 2004.

On June 18, 2004, Oceanside at Fisher Island Condominium Association No. 5, Inc., filed a request to have the Order of the Design Review Board reviewed by the City Commission, pursuant to Section 118-262 of the City Code.

Pursuant to Section 118-262, Miami Beach City Code, the appeal is to the City Commission. That section provides: "The review shall be based on the record of the hearing before the design review board, shall not be a de novo hearing, and no new, additional testimony shall be taken." Accordingly, while notice for the hearing was published (no mailed notice is required), no new public comment should be taken. Presentations should be limited to those by representatives of the appellants, the applicant, and the City.

As the format of the hearing is patterned after certiorari review by a court, the Commission may consider allowing "amici curiae" or "friends of the court" to advise the City Commission on the interpretation of the record. This advice, publicly stated at the hearing, must not contain new information, but must be strictly limited to comment on the record before the

Agenda Item

R9B

Date

7-28-04

Design Review Board.

Action by the City Commission on the appeal is governed by Section 118-262(b), which provides:

- (b) In order to reverse, or remand for amendment, modification or rehearing, any decision of the design review board, the city commission shall find that the design review board did not do one of the following:
 - (1) Provide procedural due process;
 - (2) Observe essential requirements of law; or
 - (3) Base its decision upon substantial competent evidence.

In order to reverse, or remand a five-sevenths vote of the City Commission is required. The City Commission's decision shall be set forth in a written order which shall be promptly mailed to all parties to the review.

Section 118-262(a) requires the appellants to file with the City Clerk a written transcript of the hearing before the Design Review Board two weeks before the scheduled public hearing on the appeal. The transcript and associated material were transmitted to the Mayor and City Commission via LTC No. 170-2004.

In order to fully advise the City Commission in advance of the hearing about the issues on appeal, the parties have agreed to provide written summaries of their positions according to a schedule upon which they have agreed. The Administration will distribute these written summaries to the City Commission in advance of the hearing.

The Design Review Board (DRB) determined that the subject development project, consisting of a new medium-density residential development, is well within the scale, context and architectural character of the existing buildings on Fisher Island. The subject project was also smaller in scale than the project previously approved by the DRB, under a separate application in 2002, and modified in design to respond to changing market conditions, providing increased amenities to future residents. The project was also re-aligned to minimize visual impacts on the adjacent existing condominium.

A review of the transcripts for all of the Design Review Board hearings on this matter indicates that the DRB observed the essential requirements of law, made its determinations based on substantial and competent evidence, and afforded all parties involved due process. The record also demonstrates that the applicant has proposed a project that falls entirely within the allowable limits of the Land Development Regulations of the Code of the City of Miami Beach.

The DRB's review of the project was based upon the Design Review Criteria in Section 118-251 of the City Code. This section of the Code specifies that design review shall encompass the examination of architectural drawings for consistency with the criteria listed in Section 118-251, with regard to the aesthetics, appearances, safety, and function of any

new or existing structure and physical attributes of the project in relation to the site, adjacent structures and surrounding community. In addition to the elevations, site plans, floor plans and landscape plans submitted by the project applicant, the Board had before it the recommendation for approval with proposed conditions presented by its professional staff in the form of a comprehensive staff report, as well as the expert testimony of the applicant's architect.

Finally, the Board held a public hearing during which members of the public testified and presented evidence. Based upon all of the evidence submitted, the Board determined that the proposed project would meet the Criteria for Design Review Approval, if the conditions enumerated in the Final Order are met and, therefore, approved the project.

CONCLUSION

The Administration recommends that the Mayor and City Commission affirm the decision of the Design Review Board (DRB), wherein it approved DRB File No. 17666 pertaining to the Palazzo del Mar project at 7100 Fisher Island Drive on Fisher Island.


JMG\CMC\JGG\TRM

T:\AGENDA\2004\JUL2804\REGULAR\FISHER ISLAND - MEMO.DOC

CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING



NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 28, 2004, at 10:30 a.m.**, pursuant to Miami Beach City Code Section 118-262, to review a Design Review Board decision requested by the Oceanside at Fisher Island Condominium Association No. 5, Inc.

Inquiries may be directed to the City Clerk's Office at (305) 673-7411.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2489 (voice), (305) 673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).
(Ad #0271)



C: RCM
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

A handwritten signature in black ink, appearing to be 'MHB'.

DATE: JULY 20, 2004

RE: DISCUSSION ITEM- STATUS OF BAY LINK

Place a presentation regarding the Bay Link project by the Metropolitan Planning Organization (MPO) on the July 28, 2004 Commission meeting agenda. I would like a time certain in the morning.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

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BY _____

Agenda Item R9C
Date 7-28-04


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c: RCM
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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER 
COMMISSIONER

DATE: JULY 20, 2004

RE: Discussion Item- Regarding the Mitigation of Traffic Plan for the 63rd Street Flyover Removal and Reconsideration of the Vote Taken at the July 7, 2004 City Commission Meeting

This is to request that a discussion item be placed on the July 28th Miami Beach City Commission Agenda regarding the Mitigation of Traffic Plan for the 63rd Street flyover removal and to reconsider the action taken on Item R9F at the last City Commission meeting. The action to be reconsidered is the vote on the motion to direct Commissioner Jose Smith to ask the Metropolitan Planning Organization (MPO) to withdraw its funding for the removal of the 63rd Street flyover. I voted in favor of the motion at the last City Commission meeting.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

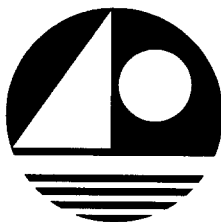
Thank you.

MHB/ldm

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Agenda Item R9D
Date 7-28-04

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**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

**FROM: LUIS R. GARCIA JR.
COMMISSIONER**

[Handwritten signature of Luis R. Garcia Jr.]

DATE: JULY 21, 2004

RE: AGENDA ITEM

Please place as a discussion item on the July 28, 2004 Commission agenda, the request for funding for the Miami Beach Community Health Center (MBCHC). I am also requesting a **10:30 a.m. time certain** to allow representatives from the MBCHC to make a presentation.

Attached is the Miami Beach Fire Rescue Emergency Response Transportation report for the last ten (10) years, indicating the decline in emergency calls received. The Bureau of Primary Health Care report from the MBCHC documenting the services rendered is also included.

Attachments

Agenda Item R9E
Date 7-28-04

CITY OF MIAMI BEACH
Office of the City Manager
Interoffice Memorandum



To: Commissioner Luis R. Garcia, Jr.

Date: July 22, 2004

From: Jorge M. Gonzalez, City Manager

Subject: FIRE DEPARTMENT ANNUAL EMERGENCY RESPONSE STATISTICS

This memo is in response to your request regarding the Miami Beach Fire Department Emergency Response Statistics for the past year (2003 calendar year) and the accumulative statistics for the past eleven (11) years. Also attached is a Response Summary of the emergency workload of all Fire Department Emergency Response Units.

An analysis of the accumulative response statistics reveal that since 1993, the annual number of Fire and Emergency Medical calls has declined from a high of 20,278 in 1993 to 17,683 in 2003. The lowest number of responses during that time span was 17,188 calls in 2002. Since 1993 the number of Emergency Medical calls has also declined from a high of 16,828 responses to a low of 13,405 in 2003. The yearly average of all calls, Fire and EMS, from 1993 through 2003 is 18,907. The yearly average for EMS calls over the same time period is 15,351. This past year, the total number of all Fire and EMS calls was 1,224 below the yearly average, and EMS calls were 1,945 below the average.

The highest number of Emergency calls occurred in 1993, with an average daily workload of 55.6 calls for all emergency response units. This past year, the average daily workload for all emergency response units was 48.5 calls. The average daily workload for EMS Rescue units has declined from 7.7 in 1993 to 6.12 in 2003.

In 2003, the total number of emergency response calls increased by 495 from 2002. However, the annual decline in the number of EMS calls continues. This reduction in EMS calls continues to negatively impact our EMS Transportation revenues. In 2003 our transports declined by 754. The reduction in the total number of EMS calls now equates to 1.6 calls per day for each EMS unit since the high of 7.7 calls per unit in 1993.

The attached Response Summary of the workload for each unit indicates the busiest unit is Rescue #4, and the busiest Fire Station is Fire Station #2. It is important to note that the difference between the totals in both reports is that the Annual Statistics indicate the total number of incidents and the Response Summary indicates the workload of each unit, despite the fact that multiple units respond to the same incident.

If you have any questions regarding this report, or need any additional information, please feel free to contact Fire Chief Floyd Jordan directly.


Copy: Mayor Dermer and Members of the City Commission
Fire Chief Floyd Jordan

F:/cmgr/all/LTC04/Fire Department Emergency Response Stats.doc

ANNUAL EMS STATISTICS

MIAMI BEACH FIRE DEPARTMENT

1993 - 2003



	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003
FIRE & RESCUE	20,278	19,758	19,718	19,893	18,799	19,047	18,928	18,637	18,048	17,188	17,683
RESCUE	16,828	16,165	16,271	16,164	15,357	15,269	15,012	14,796	14,865	14,730	13,406
TRANSPORTS	10,380	10,056	9,800	9,508	9,262	9,425	9,094	8,745	8,558	8,404	7,994
RESCUE	7,296	8,030	8,384	8,524	8,755	8,757	8,398	8,123	7,974	7,775	7,021
RESCUE ALS	4,133	4,151	4,279	4,300	4,379	4,463	4,334	4,348	4,212	3,709	3,420
RESCUE BLS	3,163	3,879	4,105	4,224	4,376	4,304	4,064	3,775	3,762	4,066	3,601
AMBULANCE	2,579	1,727	1,234	872	458	501	558	515	456	444	625
POLICE	126	72	61	67	30	100	92	56	101	76	280
OTHER	379	227	121	45	39	67	46	51	27	109	68
TRAUMA ALERT	98	33	65	75	90	95	133	104	109	94	105
TRAUMA ROUTINE	3,206	3,216	3,048	2,691	2,814	2,791	2,589	2,506	2,574	2,529	1,939
OB	150	143	150	132	111	109	111	104	92	92	59
MEDICAL	6,926	6,664	6,537	6,610	6,267	6,430	6,261	6,031	5,783	5,689	5,891

City of Miami Beach Fire Department RESPONSE SUMMARY 2003

UNIT	January	February	March	April	May	June	July	August	September	October	November	December	Totals
100	0	0	0	0	0	0	0	0	0	0	1	0	1
300	38	30	33	30	26	26	46	26	31	35	33	37	391
501	0	0	0	0	0	0	2	0	0	0	0	0	2
601	0	0	0	0	0	0	0	0	0	2	0	0	2
602	0	0	0	0	0	1	0	0	0	0	0	0	2
605	0	0	1	1	0	1	0	0	0	0	0	0	1
606	1	1	5	1	2	2	0	0	0	3	0	0	6
607	0	0	0	0	0	0	0	0	0	0	0	0	12
608	0	0	0	0	1	0	0	0	0	1	0	0	1
609	0	0	0	0	1	0	0	0	1	3	0	2	7
612	0	0	0	0	0	0	0	0	0	0	0	0	1
618	1	0	0	0	0	0	0	0	1	0	0	0	1
619	4	0	0	1	0	1	1	1	1	0	2	2	6
AIR	4	2	2	2	0	1	0	1	0	1	5	0	14
E1	138	123	152	143	132	139	183	115	123	124	143	154	1,669
E11	0	0	0	0	15	0	0	0	0	14	1	0	30
E12	0	0	0	0	0	2	0	0	0	0	0	0	2
E2	134	122	130	125	132	108	138	111	107	122	120	135	1,484
E3	84	69	77	75	77	74	116	63	77	78	91	77	958
E4	121	88	100	103	85	101	114	90	84	97	102	107	1,192
L1	41	36	37	26	28	36	47	25	37	37	41	29	420
L3	22	25	29	21	12	19	27	23	16	26	27	28	275
LT5	79	66	74	79	54	62	102	64	78	86	96	90	930
R1	199	178	258	216	204	190	224	212	209	196	187	223	2,496
R11	195	169	256	217	204	195	259	189	175	215	188	202	2,464
R12	0	0	0	0	0	0	0	1	0	0	0	0	1
R2	211	210	212	204	182	177	185	174	197	167	199	192	2,310
R22	185	195	217	181	188	180	202	161	169	183	178	193	2,232
R23	0	0	0	0	0	1	0	0	0	0	0	0	1
R3	154	138	155	168	138	147	160	132	116	124	140	165	1,737
R4	236	177	242	237	213	224	234	180	195	252	233	260	2,683
R6	20	18	18	4	23	0	15	1	3	30	16	5	153
R7	0	0	0	0	0	0	0	0	0	4	0	0	4
R8	0	0	0	0	14	0	0	0	0	0	0	0	14
R9	0	0	0	0	10	0	0	0	0	0	0	0	10
S1	0	0	0	0	1	0	0	0	0	0	0	0	1
TOTAL	1,867	1,647	1,998	1,835	1,741	1,687	2,055	1,569	1,620	1,800	1,803	1,901	21,523

UDS No. 044130: MIAMI BEACH COMMUNITY HEALTH CENTER, IN
Calendar Year 2003

Date Submitted: 17-Feb-2004
Status: Exported by site

**CENTER/GRANTEE PROFILE
COVER SHEET**

Number of service delivery locations supported by BPHC Grantee	5									
Number of NHSC Assignees										
Grantee Participation in an Integrated Services Network	CHECK ONE BOX: <input type="radio"/> Horizontal Network <input type="radio"/> Vertical Network <input checked="" type="radio"/> Both (Horizontal & Vertical Integration) <input type="radio"/> No ISN Participation									
	If Participation in a network was indicated above, did the network receive ISDI funding from BPHC? <input checked="" type="radio"/> Yes <input type="radio"/> No									
Federal Tort Claims Act (FTCA) Deemed?	<input checked="" type="radio"/> Yes <input type="radio"/> No									
340(b) Drug Pricing Participation?	<input checked="" type="radio"/> Yes <input type="radio"/> No									
Alternative drug discounting program?	<input type="radio"/> Yes <input checked="" type="radio"/> No									
Grants Assigned	CHC	X	MHC		HO		SBH	X	PH	

**CENTER/GRANTEE PROFILE
COVER SHEET**

Service Delivery Location # 1			
ID:	044130	+ 0	Type: Year Round
Name:	Stanley C Myers Community Health Center		
Street Address:	710 Alton Road		
Other Address:			
City/State/Zip:	Miami Beach, FL 33139-5504		
Location Code 1:	1 - Community Based Primary Care Clinic		
Location Code 2:			
Medicaid #:	029554200		
Medicaid Pharmacy #:	105384100		
Service Area:			
Description	Miami Beach		
Census Tracts:			

Service Delivery Location # 2			
ID:	044130	+ A	Type: Year Round
Name:	Fienberg/Fisher Elementary School		
Street Address:	1420 Washington Avenue		
Other Address:			
City/State/Zip:	Miami Beach, FL 33139-4110		
Location Code 1:	11 - School-Based Health Center		
Location Code 2:			
Medicaid #:	029554200		
Medicaid Pharmacy #:			
Service Area:			
Description	Miami Beach		
Census Tracts:			

Service Delivery Location # 3			
ID:	044130	+ B	Type: Year Round
Name:	Miami Beach Senior High School		
Street Address:	2331 Prairie Avenue		
Other Address:			
City/State/Zip:	Miami Beach, FL 33139-1595		
Location Code 1:	11 - School-Based Health Center		
Location Code 2:			
Medicaid #:	029554200		
Medicaid Pharmacy #:			
Service Area:			
Description	Miami Beach		
Census Tracts:			

Service Delivery Location # 4			
ID:	044130	+ C	Type: Year Round
Name:	Beverly Press Satellite Center		
Street Address:	1221 71st Street		
Other Address:			
City/State/Zip:	Miami Beach, FL 33141-3647		
Location Code 1:	1 - Community Based Primary Care Clinic		
Location Code 2:			
Medicaid #:	029554200		
Medicaid Pharmacy #:			
Service Area:			
Description	North Beach		
Census Tracts:			

UDS No. 044130: MIAMI BEACH COMMUNITY HEALTH CENTER, IN
Calendar Year 2003

Date Submitted: 17-Feb-2004
Status: Exported by site

**CENTER/GRANTEE PROFILE
COVER SHEET**

Service Delivery Location # 5			
ID:	044130	+ D	Type: Year Round
Name:	Nautilus Middle School		
Street Address:	4301 N. Michigan Avenue		
Other Address:			
City/State/Zip:	Miami Beach, FL 33140-2914		
Location Code 1:	11 - School-Based Health Center		
Location Code 2:			
Medicaid #:	029554200		
Medicaid Pharmacy #:			
Service Area:			
Description:			
Census Tracts:			

**CENTER/GRANTEE PROFILE
COVER SHEET**

Grantee	Legal Name	MIAMI BEACH COMMUNITY HEALTH CENTER, INC.			
	Street	710 ALTON ROAD			
	City	Miami Beach	State	FL	Zip Code 33139-5504
CEO/Executive/Project Director	Name	Kathryn Abbate			
	Phone	(305) 538-8835	ext.	1134	
	E-mail	kathryna@mbchc.com			
Clinical Director	Name	Mark Rabinowitz, MD			
	Phone	(305) 538-8835	ext.		
	E-mail				
Chairperson, Governing Board, Health Officer, or other Accountable Individual (e.g. Chair of Board of Supervisors, President of the Board of Trustees, etc.)	Name	Arnold Notkin			
UDS Contact Person (Person Completing Report)	Name	Stanley B. DeHart, Jr.			
	Street	710 Alton Road			
	City	Miami Beach			
	State	FL	Zip Code	33139-	
	Phone	(305) 538-8835	ext.	1344	
	Fax	(305) 938-4044			
	E-Mail	stanleyd@mbchc.com			
School Health Coordinator	Name	Jorge Aguilar, MD			
Homeless Program Coordinator	Name				
Public Housing Program Coordinator	Name				
Medicaid Billing Number (Organization Wide Only)					
Medicaid Pharmacy Number (Organization Wide Only)					

TABLE 2
SERVICES OFFERED AND DELIVERY METHOD

SERVICE TYPE NOTE: NOT ALL CENTERS PROVIDE ALL SERVICES (See Appendix B for Definitions)		DELIVERY METHOD (More than one method may apply for a given service)		
		PROVIDED BY GRANTEE (a)	BY REFERRAL/ GRANTEE PAYS (b)	BY REFERRAL/ GRANTEE DOESN'T PAY (c)
PRIMARY MEDICAL CARE SERVICES				
1.	General Primary Medical Care (other than listed below)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Diagnostic Laboratory (technical component)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Diagnostic X-Ray Procedures (technical component)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Diagnostic Tests/Screenings (professional component)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Emergency medical services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Urgent medical care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	24-hour coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Family Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	HIV testing and counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Testing for Blood Lead Levels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Immunizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Following hospitalized patients	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
OBSTETRICAL AND GYNECOLOGICAL CARE				
13.	Gynecological Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14.	Prenatal care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15.	Antepartum fetal assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16.	Ultrasound	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17.	Genetic counseling and testing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18.	Amniocentesis	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19.	Labor and delivery professional care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20.	Postpartum care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Last Updated: 17-Feb-2004 3:30:51 PM

TABLE 2
SERVICES OFFERED AND DELIVERY METHOD

SERVICE TYPE NOTE: NOT ALL CENTERS PROVIDE ALL SERVICES (See Appendix B for Definitions)		DELIVERY METHOD (More than one method may apply for a given service)		
		PROVIDED BY GRANTEE (a)	BY REFERRAL/ GRANTEE PAYS (b)	BY REFERRAL/ GRANTEE DOESN'T PAY (c)
SPECIALTY MEDICAL CARE				
21.	Directly observed TB therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22.	Respite Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23.	Other Specialty Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DENTAL CARE SERVICES				
24.	Dental Care - Preventive	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Dental Care - Restorative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26.	Dental Care - Emergency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27.	Dental Care - Rehabilitative	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MENTAL HEALTH/TREATMENT/ABUSE SERVICES				
28.	Mental Health Treatment/Counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29.	Developmental Screening	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30.	24-hour Crisis Intervention/Counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31.	Other Mental Health Issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32.	Substance Abuse Treatment/Counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33.	Other Substance Abuse Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
OTHER PROFESSIONAL SERVICES				
34.	Hearing Screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35.	Nutrition Services Other than WIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
36.	Occupational or Vocational Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37.	Physical Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38.	Pharmacy - Licensed Pharmacy staffed by Registered Pharmacist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	Pharmacy - Provider Dispensing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40.	Vision Screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41.	Podiatry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42.	Optometry	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Last Updated: 17-Feb-2004 3:30:51 PM

TABLE 2
SERVICES OFFERED AND DELIVERY METHOD

SERVICE TYPE NOTE: NOT ALL CENTERS PROVIDE ALL SERVICES (See Appendix B for Definitions)		DELIVERY METHOD (More than one method may apply for a given service)		
		PROVIDED BY GRANTEE (a)	BY REFERRAL/ GRANTEE PAYS (b)	BY REFERRAL/ GRANTEE DOESN'T PAY (c)
ENABLING SERVICES				
43.	Case management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44.	Child Care (during visit to center)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
45.	Discharge Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46.	Eligibility Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
47.	Environmental Health Risk Reduction (via detection and/or alleviation)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48.	Health Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49.	Interpretation/Translation services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
50.	Nursing home and assisted-living placement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
51.	Outreach	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52.	Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
53.	Out Stationed Eligibility Workers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
54.	Home Visiting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
55.	Parenting Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56.	Special Education Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
57.	Other: Specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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TABLE 2
SERVICES OFFERED AND DELIVERY METHOD

SERVICE TYPE NOTE: NOT ALL CENTERS PROVIDE ALL SERVICES (See Appendix B for Definitions)	DELIVERY METHOD (More than one method may apply for a given service)		
	PROVIDED BY GRANTEE (a)	BY REFERRAL/ GRANTEE PAYS (b)	BY REFERRAL/ GRANTEE DOESN'T PAY (c)
PREVENTIVE SERVICES RELATED TO TARGET CLINICAL AREAS			
I. Cancer			
58. Pap smear	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59. Fecal occult blood test	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60. Sigmoidoscopy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
61. Colonoscopy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
62. Mammograms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
63. Smoking cessation program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Diabetes			
64. Glycosylated hemoglobin measurement for people with diabetes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65. Urinary microalbumin measurement for people with diabetes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66. Foot exam for people with Diabetes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67. Dilated eye exam for people with diabetes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III. Cardiovascular Disease			
68. Blood pressure monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69. Weight reduction program	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
70. Blood cholesterol screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**TABLE 2
SERVICES OFFERED AND DELIVERY METHOD**

SERVICE TYPE NOTE: NOT ALL CENTERS PROVIDE ALL SERVICES (See Appendix B for Definitions)		DELIVERY METHOD (More than one method may apply for a given service)		
		PROVIDED BY GRANTEE (a)	BY REFERRAL/ GRANTEE PAYS (b)	BY REFERRAL/ GRANTEE DOESN'T PAY (c)
IV. HIV/AIDS				
See line 9. HIV testing and counseling				
V. Infant Mortality				
71.	Follow-up testing and related healthcare services for abnormal newborn bloodspot screening	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
See line 14. Prenatal Care				
VI. Immunizations				
See line 11. Immunizations				
COMPLEMENTARY/ALTERNATIVE THERAPIES				
Lines 72-80 no longer reported				
OTHER SERVICES				
81.	WIC Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
82.	Head Start services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83.	Food banks / Delivered meals	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
84.	Employment / Educational Counseling	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
85.	Assistance in obtaining housing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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TABLE 3A - USERS BY AGE AND GENDER

Universal Report

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Age Groups		MALE USERS	FEMALE USERS
		(a)	(b)
Number of Users			
1.	Under Age 1	540	562
2.	Age 1	246	216
3.	Age 2	200	209
4.	Age 3	172	216
5.	Age 4	218	208
6.	Age 5	206	202
7.	Age 6	201	180
8.	Age 7	129	183
9.	Age 8	177	172
10.	Age 9	144	136
11.	Age 10	147	149
12.	Age 11	160	151
13.	Age 12	187	200
14.	Age 13	201	220
15.	Age 14	195	224
16.	Age 15	142	185
17.	Age 16	153	217
18.	Age 17	153	169
19.	Age 18	115	190
20.	Age 19	56	167
21.	Age 20	65	170
22.	Age 21	73	221
23.	Age 22	64	230
24.	Age 23	100	255
25.	Age 24	96	313
26.	Ages 25 - 29	660	1,683
27.	Ages 30 - 34	685	1,435
28.	Ages 35 - 39	703	1,123
29.	Ages 40 - 44	601	979
30.	Ages 45 - 49	498	823
31.	Ages 50 - 54	403	794
32.	Ages 55 - 59	336	696
33.	Ages 60 - 64	274	544
34.	Ages 65 - 69	114	305
35.	Ages 70 - 74	60	175
36.	Ages 75 - 79	40	103
37.	Ages 80 - 84	14	40
38.	Age 85 and over	15	16
39.	Total Users (sum lines 1-38)	8,543	14,061

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**TABLE 3B -
 USERS BY RACE/ETHNICITY/LANGUAGE**

Universal Report

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Race/Ethnicity/Language		Number
		(a)
Proportion of Users		
1a.	Asian	30
1b.	Native Hawaiian	
1c.	Other Pacific Islander	
1.	Asian/Pacific Islander	30
2.	Black/African American	716
3.	American Indian/Alaska Native	16
4.	White	5,647
5.	Hispanic or Latino	16,085
6.	Unreported / Refused to report	110
7.	Total Users (sum lines 1-6)	22,604
8.	Users best serviced by languages other than English	71%

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TABLE 4
UDS SOCIOECONOMIC CHARACTERISTICS

Universal Report

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Income as Percent of Poverty Level		Number of Users (a)	
1.	100% and Below	5,807	
2.	101 - 150%	14,968	
3.	151 - 200%	621	
4.	Over 200%	741	
5.	Unknown	467	
6.	Total (sum lines 1-5)	22,604	
Principal Third Party Insurance Source		0 - 19 (a)	20 and Older (b)
7.	None/Uninsured	5,370	12,544
8a.	Regular Medicaid (Title XIX)	2,380	1,568
8b.	S-CHIP Medicaid		
8.	Total Medicaid (Line 8a + 8b)	2,380	1,568
9.	Medicare (Title XVIII)		472
10a.	Other Public Insurance non-S-CHIP		
10b.	Other Public Insurance S-CHIP		
10.	Total Public Insurance (Line 10a + 10b)	0	0
11.	Private Insurance	148	122
12.	Total (Sum Lines 7 + 8 + 9 + 10 + 11)	7,898	14,706
Selected User Characteristics		Number of Users (a)	
13.	Migrant (330g grantees Only)	N/A	
14.	Seasonal (330g grantees Only)	N/A	
15.	Total Migrant/Seasonal Agricultural Worker or Dependent (All Grantees Report This Line)	0	
16.	Homeless Shelter (330h grantees Only)		
17.	Transitional (330h grantees Only)		
18.	Doubling Up (330h grantees Only)		
19.	Street (330h grantees Only)		
20.	Other (330h grantees Only)		
21.	Unknown (330h grantees Only)		
22.	Total Homeless (All Grantees Report This Line)	93	
23.	Total School Based Health Center Users (All Grantees Report this Line)	1,788	

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**TABLE 5
STAFFING AND UTILIZATION**

PERSONNEL BY MAJOR SERVICE CATEGORY		FTEs (a)	Encounters (b)	Users (c)
1.	Family Practitioners	4.50	22,073	
2.	General Practitioners			
3.	Internists	2.40	13,404	
4.	Obstetrician/Gynecologists	0.90	2,766	
5.	Pediatricians	4.90	18,000	
6.	Psychiatrists	1.00	304	
7.	Other Specialist Physicians			
8.	Subtotal of Physicians	13.70	56,547	
9.	Nurse Practitioners/Physician Assistants	3.30	11,482	
10.	Certified Nurse Midwives			
11.	Nurses	3.50		
12.	Other Medical Personnel	18.50		
13.	Laboratory Personnel	7.80		
14.	X-ray Personnel			
15.	Total Medical Care Services	46.80	68,029	21,636
16.	Dentists	1.60	5,475	
17.	Dental Hygienists	0.90	1,865	
18.	Dental Assistants, Aides, and Technicians	2.70		
19.	Total Dental Services	5.20	7,340	1,458
20.	Mental Health Services			
21.	Substance Abuse Services			
22.	Other Professional Services			
23.	Pharmacy Personnel	6.00		
24.	Case Managers	23.10	17,672	
25.	Health Educators	1.30	505	
26.	Outreach workers	8.60		
27.	Transportation Staff			
28.	Personnel performing other enabling service activitie			
29.	Total Enabling Services	33.00	18,177	2,259
29A.	Other Program Related Services Staff			
30.	Administration Staff	28.00		
31.	Facility Staff	5.50		
32.	Patient services support staff	30.70		
33.	Total Administration and Facility	64.20		
34.	Total (Total Lines 15+19+20+21+22+23+29+29A+33)	155.20	93,546	

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TABLE 6
SELECTED DIAGNOSES AND SERVICES RENDERED

Universal Report

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Diagnostic Category	Applicable Primary ICD-9-CM or CPT Code (where applicable)	Number of Encounters (a)	Number of Users (b)
Selected Infections and Parasitic Diseases			
1. Symptomatic HIV	042.xx	136	72
2. Asymptomatic HIV	V08	736	383
3. Tuberculosis	010.xx - 018.xx	19	17
4. Syphilis and other venereal diseases	090.xx - 099.xx	110	95
Selected Diseases of the Respiratory System			
5. Asthma	493.xx	693	434
6. Chronic bronchitis and emphysema	490.xx - 492.xx 496.xx	475	409
Selected Other Medical Conditions			
7. Abnormal breast findings, female	174.xx; 198.81; 233.0x; 793.8	21	17
8. Abnormal cervical findings	180.xx; 198.82; 233.1x; 795.0x	331	265
9. Diabetes mellitus	250.xx; 775.1x; 790.2	887	527
10. Heart disease (selected)	391.xx - 392.0x 410.xx - 429.xx	369	289
11. Hypertension	401.xx - 405.xx	2,758	1,564
12. Contact dermatitis and other eczema	692.xx	574	488
13. Dehydration	276.5x		
14. Exposure to heat or cold	991.xx - 992.xx		
Selected Childhood Conditions			
15. Otitis media and eustachian tube disorders	381.xx - 382.xx	897	722
16. Selected perinatal medical conditions	770.xx; 771.xx; 773.xx; 774.xx - 779.xx (excluding 779.3x)	93	60
17. Lack of expected normal physiological developments (such as delayed milestone; failure to gain weight; failure to thrive) -- does not include sexual or mental development; Nutritional deficiencies	260.xx - 269.xx; 779.3x; 783.3x - 783.4x	54	42

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TABLE 6
SELECTED DIAGNOSES AND SERVICES RENDERED

Universal Report

☒ CHC ☐ MHC ☐ HO ☒ SBH ☐ PH

Diagnostic Category	Applicable Primary ICD-9-CM or CPT Code (where applicable)	Number of Encounters (a)	Number of Users (b)
Selected Mental Health and Substance Abuse Conditions			
18. Alcohol dependence	303.xx; 291.xx; 357.5x	43	25
19. Drug dependence	304.xx; 292.xx; 648.3x; 357.6x	14	14
20. Other mental disorders, excluding drug and alcohol dependence (includes mental retardation)	290.xx - 302.9x; 306.xx - 319.xx; 648.4x (excluding 291.xx, 292.xx, 303.xx, 304.xx, 357.5x, 357.6x, 648.3x)	1,395	943
Selected Diagnostic Tests/Screening/Preventive Services			
21. HIV Test	CPT-4: 86311; 86689; 86701-86703	4,240	4,240
22. Mammogram	ICD-9: V76.1 or CPT-4: 76090-76092		
23. Pap Smear	CPT-4: 88141-88155; 88164-88167 OR ICD-9: V72.3; V76.2	5,248	5,248
24. Selected Immunizations: diphtheria, pertussis and tetanus (DPT); measles, mumps and rubella (MMR); oral polio vaccine; influenza; hepatitis B; hemophilus influenza B (HIB)	CPT-4: 90645-90648; 90657-90660; 90701, 90707, 90712, 90737; 90744; 90746; 90747	7,024	3,548
25. Contraceptive management	ICD-9: V25.xx	1,680	1,290
26. Health supervision of infant or child (ages 0 through 11)	ICD-9: V20.xx; V29.xx or CPT-4: 99391-99393; 99381-99383; 99431-99433	10,645	5,010

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**TABLE 7
PERINATAL PROFILE**

CHARACTERISTICS		Number of Users (a)
SECTION 1 ALL GRANTEEES		
1.	Total Users Known to be Pregnant:	This Line No Longer Reported
2.	Total Users Known to be HIV+ Pregnant Women	2
ONLY CONTINUE IF YOU PROVIDE PRENATAL SERVICES		
SECTION II GRANTEES WHO PROVIDE PRENATAL CARE		
A. DEMOGRAPHIC CHARACTERISTICS OF PRENATAL CARE USERS		
AGE		
3.	Less than 15 years	7
4.	Ages 15 - 19	98
5.	Ages 20 - 24	276
6.	Ages 25 - 44	864
7.	Ages 45 and Over	
8.	Total (Sum Lines 3-7)	1,245
Race/Ethnicity/Language		
9a.	Asian	
9b.	Native Hawaiian	
9c.	Other Pacific Islander	
9.	Asian/Pacific Islander (total Lines (9a + 9b + 9c))	0%
10.	Black/African American (not Hispanic or Latino)	1%
11.	American Indian/Alaska Native	
12.	White (not Hispanic or Latino)	7%
13.	Hispanic or Latino (all races)	91%
14.	Unreported / Refused to report	1%
15.	Total (Sum Lines 9 - 14)	100%
B. TRIMESTER OF ENTRY INTO PRENATAL CARE		
Trimester of First Known Visit for Women Receiving Prenatal Care During Reporting Year		Women Making First Visit at Grantee Site
		Women Making First Visit at Another Provider
		(a)
		(b)
16.	First Trimester	964
17.	Second Trimester	205
18.	Third Trimester	76
C. DELIVERY, POSTPARTUM AND INFANT UTILIZATION DURING THE CALENDAR YEAR		
THIS SECTION - Lines 19 - 24 - APPEARS ON PAGE 2 OF THIS TABLE		
D. ENROLLMENT OF PRENATAL CARE USERS AND THEIR INFANTS IN VHC (only patients who receive prenatal services from the grantee)		
25.	Prenatal Care Users	617
26.	Infants	530
27.	Postpartum Care Users	414

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TABLE 7
PERINATAL PROFILE

**TABLE 7
PERINATAL PROFILE**

C. Delivery, Postpartum and Infant Utilization During the Calendar Year									
	Asian (a)	Native Hawaiian (b1)	Pacific Islander (b2)	Black/ African American (c)	American Indian/ Alaska Native (d)	White (not Hispanic or Latino) (e)	Hispanic or Latino (all races) (f)	Unreported/ Refused to Report (g)	Total (h)
19. Prenatal care users who delivered during the year	1		2	9		39	566		617
20. Births less than 1500 grams (very low)							2		2
21. Births 1501 to 2500 grams (low)	1					2	31		34
22. Births more than 2500 grams (normal)			2	9		37	533		581
23. Prenatal care users who received postpartum care within 8 weeks of the delivery	1		1	1		19	392		414
24. Infant delivered who received newborn visit w/in 4 weeks of birth	1		2	5		31	491		530

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**TABLE 8A
FINANCIAL COSTS**

Services		Accrued Cost	Allocation of Facility and Administration	Total Cost After Allocation of Facility and Administration
		(a)	(b)	(c)
Financial Costs for Medical Care				
1.	Medical Staff	3,048,179	2,391,050	5,439,229
2.	Lab and X-ray	905,575	635,942	1,541,517
3.	Medical/Other Direct	401,297	256,476	657,773
4.	Total Medical Care Services (sum lines 1 through 3)	4,355,051	3,283,468	7,638,519
Financial Costs for Other Clinical Services				
5.	Dental	401,597	391,871	793,468
6.	Mental Health			
7.	Substance Abuse			
8.	Pharmacy	3,791,980	53,740	3,845,720
9.	Other Professional			
10.	Total Other Clinical Services (Sum Lines 5 through 9)	4,193,577	445,611	4,639,188
Financial Costs of Enabling and Other Program Related Services				
11.	Enabling	1,035,480	784,450	1,819,930
12.	Other Related Services			
13.	Total Enabling and Other Services (Sum Lines 11 and 12)	1,035,480	784,450	1,819,930
Overhead and Totals				
14.	Facility	652,566		
15.	Administration	3,860,963		
16.	Total Overhead (Sum Lines 14 and 15)	4,513,529		
17.	Total Accrued Costs (Sum lines 4+10 + 13 + 16)	14,097,637		14,097,637
18.	Value of Donated Facilities, Services, and Supplies see table footnote for details			234,666
19.	Total With Donations (Sum Lines 17 and 18)			14,332,303

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Line 18 Specify: Podiatry 36,000; Drugs 102,366; Rent 96,200

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**TABLE 8B
 ENABLING SERVICES**

SERVICE		COST (a)
Mental Health/Substance Abuse Services		
1-3	These lines are no longer required	
Enabling Services		
4.	Case Management	723,099
5.	Transportation	4,761
6.	Outreach	225,447
7.	Patient Education	82,173
8.	Translation/Interpretation	
9.	Community Education	
10.	Environmental Health Risk Reduction	
11.	Other Enabling Services	
12.	Other Enabling Services	
13.	Total Enabling Services Cost (Sum Line 4-12)	1,035,480

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**TABLE 9C
MANAGED CARE ENROLLMENT/UTILIZATION**

Payor Category		Medicaid	Medicare	Other Public	Private	Total
		(a)	(b)	(c)	(d)	(e)
Utilization Data						
8a.	Member months for managed care (capitated)	4,115	2,113		5,139	11,367
8b.	Member months for managed care (fee-for-service)				581	581
8.	Total Member months for managed care (Lines 8a + 8b)	4,115	2,113	0	5,720	11,948
9a.	Managed Care Encounters (capitated)	1,398	85		516	1,999
9b.	Managed Care Encounters (fee-for-service)				51	51
9.	Total Managed Care Encounters (Lines 9a + 9b)	1,398	85	0	567	2,050
10a.	Enrollees in Managed Care Plans (capitated) (as of 12/31)	335	176		463	974
10b.	Enrollees in Managed Care Plans (fee-for-service) (as of 12/31)				57	57
10.	Enrollees in Managed Care Plans (Lines 10a + 10b) (as of 12/31)	335	176	0	520	1,031
11.	Enrollees in Primary Care Case Management Programs (PCCM)					
12.	Number of Managed Care Contracts	3	1		1	5

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**TABLE 9C
MANAGED CARE ENROLLMENT/UTILIZATION**

Payor Category		Medicaid	Medicare	Other Public	Private	Total
		(a)	(b)	(c)	(d)	(e)
Revenues						
1a.	Capitation revenue for Services Within Scope of Project	81,726	10,563		50,627	142,916
1b.	Fee-for-Service revenue for Services Within Scope of Project				6,280	6,280
1.	Total revenue for Services Within Scope of Project (Lines 1a + 1b)	81,726	10,563	0	56,907	148,196
2a.	Capitation revenue for Services Outside Scope of Project	No Longer Reported				
2b.	Fee-for-Service revenue for Services Outside Scope of Project					
2.	Total revenue for Services Outside Scope of Project (Lines 2a + 2b)					
3a.	Collections from State Medicaid or Federal Medicare reconciliation/wrap around (for current Year)					
3b.	Collections from State Medicaid or Federal Medicare reconciliation/wrap around (for previous years)					
3c.	Collections from patient co-payments and from managed care plans for other retroactive payments/ risk pool/ incentive/ withhold					
3d.	Penalties or paybacks to managed care plans					
4.	Total Managed Care Revenue (Line 1 + 3a + 3b + 3c) - (Line 3d)	81,726	10,563	0	56,907	148,196
Expenses						
5a.	Capitation expenses for Services Within Scope of Project	125,820	7,650		46,440	179,910
5b.	Fee-for-Service expenses for Services Within Scope of Project				4,590	4,590
5.	Total expenses for Services Within Scope of Project (Lines 5a + 5b)	125,820	7,650	0	51,030	184,500
6a.	Capitation expenses for Services Outside Scope of Project	No Longer Reported				
6b.	Fee-for-Service expenses for Services Outside Scope of Project					
6.	Total expenses for Services Outside Scope of Project (Lines 6a + 6b)					
7.	Total Managed Care Expenses (Line 5)	125,820	7,650	0	51,030	184,500

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TABLE 9D
PATIENT RELATED REVENUE (Scope of Project Only)

Payor Category		Full Charges This Period (a)	Amount Collected This Period (b)	Retroactive Settlements, Receipts, and Paybacks (c)				Allowances (d)
				Collection of recon./wrap around Current Year (c1)	Collection of recon./wrap around Previous Year (c2)	Collection of other retroactive payments (c3)	Penalty/ Payback (c4)	
1.	Medicaid Non-Managed Care	2,676,388	1,837,812	39,766	23,912			370,651
2a.	Medicaid Managed Care (capitated)	148,505	83,511					64,994
2b.	Medicaid managed Care (fee-for-service)							
3.	Total Medicaid (Lines 1 + 2a + 2b)	2,824,893	1,921,323	39,766	23,912	0	0	435,645
4.	Medicare Non-Managed Care	196,967	178,029					39,056
5a.	Medicare Managed Care (capitated)	8,250	10,563					-2,313
5b.	Medicare managed Care (fee-for-service)							
6.	Total Medicare (Lines 4 + 5a + 5b)	205,217	188,592	0	0	0	0	36,743
7.	Other Public including Non-Medicaid S-CHIP (Non Managed Care)							
8a.	Other Public including Non-Medicaid S-CHIP (Managed Care Capitated)							
8b.	Other Public including Non-Medicaid S-CHIP (Managed Care fee-for- service)							
9.	Total Other Public (Lines 7 + 8a + 8b)	0	0			0	0	0
10.	Private Non-Managed Care	2,779	4,294					2,328
11a.	Private Managed Care (capitated)	57,516	50,627					6,889
11b.	Private Managed Care (fee-for-service)	22,416	5,578					12,886
12.	Total Private (Lines 10 + 11a + 11b)	82,711	60,499			0	0	22,103
13.	Self-Pay	\$7,419,477	\$2,404,960					
14.	Total (Lines 3 + 6 + 9 + 12 + 13)	10,532,298	4,575,374	39,766	23,912	0		494,491

Self-Pay Sliding Discounts

4,768,788

Self-Pay Bad Debt Write Off

146,000

Last Updated: 26-May-2004 1:46:34 PM

UDS No. 044130: MIAMI BEACH COMMUNITY HEALTH CENTER, IN
Calendar Year 2003

Date Submitted: 17-Feb-2004
Status: Exported by site

TABLE 9E
OTHER REVENUES

Last Updated: 26-May-2004 1:50:09 PM

Line 3 Specify: CDC

Line 4 Specify: Int, 25,057; Donations 3,472; Medical Records 10,468; Other 7,016

**TABLE 9E
OTHER REVENUES**

Source		Amount (a)
BPHC GRANTS (ENTER AMOUNT DRAWN DOWN - CONSISTENT WITH PHS-272)		
1a.	Migrant Health Center	
1b.	Community Health Center	2,741,657
1c.	Health Care for the Homeless	
1d.	Homeless Children	
1e.	Public Housing Primary Care	
1f.	School Based Health	237,590
1g.	Total Health Center Cluster (Sum Lines 1a - 1f)	2,979,247
1h.	Integrated Services Development Initiative	
1i.	Shared Integrated Management Information Systems	
1j.	Capital Improvement Program Grants	
1.	Total BPHC Grants (Lines 1g + 1h + 1i + 1j)	2,979,247
OTHER FEDERAL GRANTS		
2.	Ryan White Title III HIV Early Intervention	578,952
3.	Other Federal Grants see table footnote for details	211,240
4.	Other Federal Grants	
5.	Total Other Federal Grants (Sum Lines 2-4)	790,192
NON-FEDERAL GRANTS or CONTRACTS		
6.	State Government Grants and Contracts	2,816,372
6a.	State/Local Indigent Care Programs	862,874
7.	Local Government Grants and Contracts	1,403,534
8.	Foundation/Private Grants and Contracts	124,381
9.	Total Non-Federal Grants and Contracts (Sum Lines 6+7+8)	5,207,161
10.	Other Revenue (Non-patient related revenue not reported elsewhere) see table footnote for details	46,013
11.	Total Revenue (Lines 1+5+9+10)	9,022,613

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**REPORTS
AND
INFORMATIONAL ITEMS**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: SUBMITTAL OF GREATER MIAMI CONVENTION AND VISITOR'S
BUREAU STRATEGIC PLAN AND STATED GOALS**

As required pursuant to the existing contract between the City of Miami Beach and the Greater Miami Convention and Visitor's Bureau (GMCVB) and serving as a consolidating document of the City of Miami Beach's Economic Research Associates (ERA) study, the Miami-Dade performance review and evaluation prepared by CSL/Marshall Murdaugh, research finding/recommendations by Ernst & Young, the attached Strategic Plan and Stated Goals is submitted as the GMCVB's future strategic work plan.

On March 15, 2004, the Finance & Citywide Projects Committee discussed the City's review assessment and recommended structure of the GMCVB conducted by ERA. The Committee instructed the Administration to review and analyze the GMCVB's latest contract to rate how they have fulfilled their obligations and compare the City's consultant report in conjunction with Miami-Dade County's and the GMCVB's strategic plan. The attached Strategic Plan serves to consolidate the various findings and recommendations.

During the month of August, the City Administration and GMCVB Representatives will meet to discuss the GMCVB's performance. The results of these discussions will be reported to the Finance and Citywide Projects Committee meeting.

Any comments and/or direction regarding contract negotiations should be provided during the coming month as we begin discussions.

JMG/^{GUC}CMC/rar

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Agenda Item

A

Date

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: May 5, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF MARCH 15, 2004.**

A meeting of the Finance and Citywide Projects Committee was held March 15, 2004 at 2:30 p.m. in the City Manager's Large Conference Room.

Finance and Citywide Projects Committee Members in attendance included: Chairperson Commissioner Jose Smith, Vice Chairperson Commissioner Richard Steinberg, and Commissioner Matti Herrera-Bower.

Also in attendance were Vice-Mayor Saul Gross and Commissioner Luis R. Garcia, Jr.

City staff was represented by: Jorge M. Gonzalez, City Manager; Patricia D. Walker, Chief Financial Officer; Christina M. Cuervo, Assistant City Manager; Robert Middaugh, Assistant City Manager; Fred Beckmann, Public Works Director; Tim Hemstreet, Capital Improvement Projects Director; Jorge Chartrand, Assistant Capital Improvement Projects Director; Ronnie Singer, Community Information Manager; Georgina Echert, Assistant Finance Director; Manny Marquez, Finance Manager; Odessa Pinder, Executive Office Associate I; Jose Cruz, Budget Officer; Saul Frances, Parking Director; Kent Bonde, Redevelopment Director; Joe Damien, Asset Manager; Robert Reboso, Redevelopment Specialist; Max Sklar, Cultural Affairs and Tourism Development Assistant Director; Raul Aguila, First Assistant City Attorney; Debora Turner, First Assistant City Attorney; and Erica Shafir, Office Associate V.

Others in attendance included:

Doug Tober, Convention Center and Jackie Gleason Theater of Performing Arts (TOPA) General Manager; Bill Talbert, Al West, David Whitaker, and Ita Moriarity from the GMCVB; Andrew McLean and Kevin Gordon from TVS; David Kelsey, South Beach Hotel and Restaurant Association; Stu Blumberg, GMBHA; Mitchell Pellecchia, Sun Post; Richard Arcuri, DMS; Sheldon McCartney, McCartney Construction; R.J. Heisenbottle, R.J. Heisenbottle Architects; and Sidney Goldin.

NEW BUSINESS:

1. Discussion regarding the review, assessment, and recommended structure of the Greater Miami Convention and Visitors Bureau (GMCVB) conducted by Economic Research Associates (ERA).

Agenda Item C6A

Date 5-5-04

ACTION

The Committee instructed the Administration to review and analyze the GMCVB's latest contract to rate how they have fulfilled their obligations; and compare the City's Consultant Report in conjunction with Miami-Dade County's and the GMCVB's Strategic Plan.

Assistant City Manager Christina M. Cuervo introduced and summarized the item. Ms. Cuervo distributed a transmittal letter from Consultant/GMCVB Steering Committee (Attachment A). The transmittal letter contains comments from the Steering Committee.

Ms. Cuervo went over the major points of the final report turned in by Economics Research Associates (ERA) entitled "Review, Assessment and Recommended Structure of the Greater Miami Convention and Visitors Bureau."

City Manager Jorge M. Gonzalez stated that the contract with the GMCVB expires on September 30, 2004 and the contract contains no renewal options.

Mr. Gonzalez further stated that the report concluded that the best model for the City is to be part of a regional marketing effort. Mr. Gonzalez also stated that the consultant recommend a long standing funding source from the City to maintain this marketing effort.

Commissioner Richard Steinberg stated that a review of the Consultant's report, Miami-Dade County's strategic plan and the Bureau's strategic plan should be completed and used as a guideline if the City proceeds in having negotiations with the Bureau. Commissioner Steinberg also stated that contract negotiations with the Bureau for any extended period of time should be contingent on the Bureau implementing recommendations issued by City's Consultant's Report and the City.

Commissioner Luis R. Garcia, Jr. stated that the City needs to establish a plan which states the City's needs and desires from the GMCVB and then negotiate the best contract possible for the City.

Commissioner Matti Herrera-Bower stated that before we can negotiate a new contract with the GMCVB, we need to review the GMCVB's Strategic Plan.

Commissioner Jose Smith stated that the committee needs to review and analyze the GMCVB's latest contract to rate how they have fulfilled their obligations.

The Committee instructed the Administration to review and analyze the GMCVB's latest contract to rate how they have fulfilled their obligations; and compare the City's Consultant Report in conjunction with Miami-Dade County's and the GMCVB's Strategic Plan.

2. Discussion regarding a proposed multi-purpose space expansion to the Miami Beach Convention Center.

A Shared Vision:

To Be America's Premier

Tropical, Cosmopolitan Destination

A Strategic Plan for Greater Miami and the Beaches' Visitor Industry

Prepared by:



GREATER MIAMI CONVENTION & VISITORS BUREAU

in collaboration with:

Marshall Murdaugh Marketing / CSL International
Economics Research Associates (ERA) / Tourism Development Associates (TDA)
Ernst & Young

July 21, 2004

Greater Miami Convention & Visitors Bureau Strategic Work Plan

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I. Introduction

The Greater Miami Convention & Visitors Bureau's Executive Committee conducted its annual retreat on March 19-20, 2004. The primary focus of this retreat was to review and discuss the findings and recommendations of two separate and independent performance audits/reviews conducted by consultants engaged by Miami-Dade County and the City of Miami Beach, as well as a summary of findings, issues and recommendations identified by a team of consultants engaged by the Bureau to assist in the development and adoption of a Strategic Plan moving forward.

During the retreat, all three teams of consultants presented the written reports (on file and used extensively in the preparation of this report) and discussed with the Executive Committee the various components within.

The Executive Committee also conducted a review and discussion of each report and worked to establish a set of key priority issues facing the organization. At the conclusion of the retreat, the Executive Committee instructed staff to compile a comprehensive draft consolidating the findings and the issues identified, as well as to develop a formal outline and foundation for the adoption of an organizational Strategic Work Plan moving forward.

Staff also reviewed and incorporated in this report the findings and recommendations of the most recent Strategic Plan conducted in 1992/93, and provided an update on the goals stated within.

In addition, this strategic workplan incorporates findings, recommendations and issues identified to provide a outline for the adoption of the next phase of the Greater Miami Convention & Visitors Bureau Sales & Marketing Plan including the upcoming planning and prioritization cycle for the preparation and adoption of the Program of Work and Budget for FY 2004/05.

This report outlines a series of options and methodologies for the Bureau to incorporate in the establishment of performance measures as well as the calculation of Return on Investment formulas to track performance and impact. The report further identifies financial implications for the organization and industry stakeholders to consider in moving forward, as well as a summary of key issues addressing the destination's tourism product and visitor service levels.

The conclusion of this report also outlines five (5) specific Goals for the Greater Miami Convention & Visitors Bureau to adopt and advocate for in the implementation of strategies and programs moving forward.

The Visitor Industry Plan (VIP):

After Hurricane Andrew devastated South Dade in August 1992, the Greater Miami Convention & Visitors Bureau (GMCVB) was awarded a grant for tourism recovery activities from the U.S. Department of Commerce's Economic Development Administration (EDA). The South Dade EDA Executive Committee, working with the GMCVB, recommended spending part of the grant on a tourism strategic plan.

Understanding that South Dade's tourism is intertwined with visitation to other areas of the county, it was agreed that the plan would include all of Dade County. This proved to be a key decision because tourism crime became a serious problem for the industry and directly contributed to the first declines in visitor numbers in the past 10 years. The consulting firm of Arthur Andersen was selected to facilitate the 10-month strategic planning process which resulted in the Visitor Industry Plan (VIP).

More than 300 visitor industry and community representatives from throughout Dade County participated in a strategic planning process from March-December 1994. A Working Group of 70 leaders crafted the initial vision, mission and goals, and elected a Steering Committee. More than 250 participants affirmed the goals and recommended objectives and strategies at a day-long conference and in dozens of subsequent Task Force meetings. Five town hall meetings, a government briefing, a legislative summit, and a private sector leadership focus group were held to get input from the public, as well as community and business leaders and appointed and elected officials.

Key Findings/Trends:

Observations and assessments of industry trends over the period from 1989-93 concluded that the tourism industry was being threatened. Significant challenges remained as the community recovered from the impact of Hurricane Andrew in 1992. And while the number of overnight visitors was again increasing, their average daily expenditures were on a decline. The percentage of overnight visitors coming for the purpose of "leisure and vacation" was also down slightly. Most significantly, there was a significant decline in the number of visitors from domestic markets (4.8 million in 1989 declining 28.4% to only 3.4 million domestic visitors in 1993).

Conversely, international visitors increased significantly during this period (an 86.6% increase from 1989-93) primarily due to booming Latin American economies and travel patterns. This resulted in a major shift in Miami's visitor mix from 62% domestic visitors in 1989 to 61% international visitors in 1993. There was also an increasing dependence on Latin American markets versus European markets as the region was dealing with the impacts of visitor safety and highly publicized crimes against tourist.

Visitor satisfaction levels continued to decline during this period with a corresponding decline in their likelihood to return.

Consumer and trade research in major markets also showed that key competitors for both leisure and convention business were perceived as offering a better product with a higher value. In addition, there was a perception that our competitors were offering newer products and better service.

Another concerning trend was our continued competitive disadvantage due to the significantly larger sizes of advertising budgets of many of our competitors that were outspending us, most notably the Caribbean region as a whole and many of its components. Miami's advertising budget was also lagging behind several in-state destinations.

Four primary goals were established in the final report of the VIP:

1. Maintain and Grow the Visitor Industry.
2. By Working Together.
3. Provide a Friendly, High-Quality, Safe Experience.
4. In a Unique Tropical, Cosmopolitan Setting.

As outlined in the full report and highlighted in the Executive Summary, a number of specific initiatives were recommended. They included, by Goal Area:

- Seeking passage of an additional 1% Food and Beverage Tax to significantly increase the GMCVB's advertising budget to competitive levels.
- Develop a new positioning and marketing theme.
- Expand cooperative marketing programs.
- Improve communications with the public.
- Review where and how public funds from industry taxes are currently being used.
- Form a special Task Force to work with South Dade and Key Biscayne on continuing post Hurricane Andrew recovery efforts.
- Develop strategic alliances with other community groups such as the Beacon Council and the newly formed Coalition of Dade County Chambers.
- Improving the quality of the visitor experience including service/hospitality, transportation and safety.
- Assist existing attractions/appeals with support for improvements and expansion plans.
- Develop multicultural and ethnic neighborhoods and appeals.
- Maximize opportunities for tie-ins with the arts and special events.

Update On Goals Stated/Overview 2004

- Goal:** Seeking passage of an additional 1% Food and Beverage Tax to significantly increase the GMCVB's advertising budget to competitive levels.
- Outcome:** There has been no successful implementation or resolution as to passage of additional dedicated resort taxes in support of destination marketing and promotion.
- Goal:** Develop a new positioning and marketing theme.
- Outcome:** The Bureau adopted a new position and marketing theme in 1997 that took advantage of the destination's unique positioning as one of the world's only "tropical" yet "cosmopolitan" destinations. The current advertising program expands on the foundation of this theme capitalizing on the aspirational characteristics of the visitor experience with images and strategies focused on the destination's "high value" target audience.
- Goal:** Expand cooperative marketing programs.
- Outcome:** Since 1994, the Bureau has launched a number of cooperative advertising programs both leveraging traditional placed advertising in consumer and trade publications as well as a number of strategic alliances with several industry partners including tour operators, airlines, credit card companies and car rental agencies. In 1999, the Bureau launched a major "summer cooperative" program designed to leverage dollars with industry partners at the most critical period of the year including a formal cooperative menu for member partners to participate in. The program has averaged approximately an additional \$2 million leveraged with GMCVB advertising each year since (with the exception of FY 01/02, when a total of \$5.2 million was generated cooperatively as a response to 9/11).
- Goal:** Improve communications with the public.
- Outcome:** The Bureau conducted a "Tourism is Everybody's Business" campaign in response to this goal, including a very successful PSA campaign featuring local ambassador Nestor Torres. Even though a number of continuous programs designed to communicate with Bureau constituent groups exist (news coverage of the success of the industry and related events, newsletters, on-line communiqués, etc.) there remains a significant opportunity for expansion in this area – especially with the public at large.
- Goal:** Review where and how public funds from industry taxes are currently being used.
- Outcome:** No formal or collaborative process for this review has been implemented by the Bureau, the industry or the public sector.

- Goal:** **Form a special Task Force to work with South Dade and Key Biscayne on continuing post Hurricane Andrew recovery efforts.**
- Outcome:** The Bureau secured an EDA grant in partnership with the Beacon Council in 1993 to support an initiative designed to focus on this goal. A comprehensive program was executed assisting in the reintroduction of the South Miami Dade/Key Biscayne community including promotional brochures, video and targeted advertising.
- Goal:** **Develop strategic alliances with other community groups such as the Beacon Council and the newly formed Coalition of Dade County Chambers.**
- Outcome:** The Bureau has enjoyed a partnership with the Beacon Council, the ongoing work of the Coalition of Chambers, as well as working directly with over 33 chambers, associations, and non-profit groups. The Bureau and the Beacon Council have conducted a number of joint sales missions, co-hosting familiarization tours and special events as well as occasional cooperative advertising efforts. There remains an opportunity for growth in this area as well as coalition-building opportunities within these groups for destination marketing, service training and joint membership services.
- Goal:** **Improving the quality of the visitor experience including service/hospitality, transportation and safety.**
- Outcome:** There have been a number of significant accomplishments in this area, most notably new and improved legislation and monitoring of the quality of the taxi cab industry and a continuation of the reduction of crime statistics related to the visitor industry and this community over the past decade. The Greater Miami and the Beaches Hotel Association organized the Volunteer Education Service Training Trust (VESTT) in 1995. At its conclusion in 1998, the program had interacted with over 10,000 employees in our local hotels. The VESTT Program was then incorporated by the Greater Miami Chamber of Commerce, and in subsequent years, a specially designed “train the trainer” manual was created to support hotels and to complement in-house and corporate training programs. In recent years, the City of Miami Beach and the Miami Beach VCA have partnered with the Bureau in a grass-roots industry Service & Attitude rally. The Bureau also has partnered with Miami International Airport in its commitment to customer service. There remains, however, the opportunity to expand greatly in this area.

- Goal:** **Assist existing attractions/appeals with support for improvements and expansion plans.**
- Outcome:** There have been a number of specific accomplishments in this area including major expansions of MetroZoo and the relocation to new venues for Parrot Jungle Island and The Miami Children's Museum. There have also been a number of major expansions of arts centers and museums as well as the ongoing construction of the new Performing Arts Center of Greater Miami. Such "city" attractions that have evolved since 1994 include the Lincoln Road pedestrian mall. The Bureau also has played a leadership role in studying and advocating for the expansion of the Miami Beach Convention Center.
- Goal:** **Develop multicultural and ethnic neighborhoods and appeals.**
- Outcome:** One of the most significant accomplishments in recent years has been the creation of the Bureau's Cultural Tourism Program including the creation of an in-house administrative staff assigned to facilitate the program. This has led to a more interactive relationship between the visitor industry and cultural institutions, as well as the continued emphasis on multicultural and heritage assets such as the Bureau's recent Heritage Guide and a new tour guide training program in partnership with Miami Dade College.
- Goal:** **Maximize opportunities for tie-ins with the arts and special events.**
- Outcome:** A fundamental objective of the Bureau's current advertising and public relations programs revolves around the promotion of special events held in this community. This includes a number of on-line and collateral materials designed to educate visitors and potential visitors alike. The Bureau's current primary sales and advertising program for the key months of the Summer/Shoulder - Festival Season, has at its heart this objective.

In the coming sections, several of these goals are revisited and expanded upon.

II. Audit & Research Reports - Summaries, Outcomes and Vision

Brief Summaries

1. **Marshall Murdaugh Marketing and CSL International**, *Greater Miami Convention & Visitors Bureau – Performance Review and Evaluation*. November 18, 2003.

Retained by Miami-Dade County to assist in evaluating the operations of the Greater Miami Convention & Visitors Bureau (GMCVB). The objective of the study was to: “Independently assess the effectiveness of GMCVB Operations in serving its public sector partners, Miami-Dade County and cities of Miami and Miami Beach.”

The study incorporated the collection of significant amounts of data, outreach to individuals and organizations within the community, and the development of recommendations that could have a significant impact on the ability of the GMCVB to promote convention and tourism activity for all stakeholders and within all sectors of the Destination.

2. **Economics Research Associates (ERA) and Tourism Development Associates (TDA)** were retained by the City of Miami Beach to assess the structure of the GMCVB and its relationship to the City. The final report was submitted March 5, 2004.

The team analyzed substantial amounts of research and interviewed stakeholders to generate its final report. A five-fold charge was required by the City of Miami Beach which was fully addressed in the ERA report. Recommendations were made for GMCVB best practices to optimize marketing and promotion results for the City of Miami Beach.

3. **Ernst & Young (E&Y)** was engaged by the Greater Miami Convention & Visitors Bureau to assist in the Strategic Planning Exercise.

The team was retained to provide analysis of Miami as a destination, competitive markets, and visitor demand. As part of the Strategic Planning Exercise, the team identified target markets, brand positioning and marketing strategy. They also identified product enhancement opportunities and recommended further research initiatives.

The team’s activities included interviews with GMCVB representatives, lodging, attraction, and convention representatives. A series of syndicated research was purchased to assist in the analysis in collaboration with **Yesawich, Pepperdine,**

Brown and Russell (YPB&R). The team also conducted a strategy workout to discuss their findings, observations and conclusions.

4. **GMCVB Executive Committee Retreat.** In March 2004, the Greater Miami Convention & Visitors Bureau gathered for a two-day retreat. The purpose of the retreat was to analyze and evaluate the GMCVB audits from Marshall Murdaugh Marketing and Economics Research Associates plus the Strategic Planning Exercise from Ernst & Young. After evaluation and discussion, the Executive Committee determined key priorities and defined tasks for GMCVB staff to complete and to publish a GMCVB Strategic Plan for 2005 and beyond.

Summary of Findings and Recommendations from the Audits and Planning Phase Including Trend Analysis and Research Findings.

A. Marshall Murdaugh Marketing and CSL International

The Process:

The study incorporated the collection of available data, outreach to individuals and organizations within the community, and the development of recommendations that could have a significant impact on the ability of the GMCVB to promote convention and tourism activity for all stakeholders and within all sectors of the Destination. Key tasks included assessing the GMCVB's:

- Strengths, weaknesses, opportunities and challenges.
- Performance against stated goals and work plan and position when compared to similar organizations.
- Areas of improvement and recommendations.
- Quality level of sales, marketing, customer service, administration/management and support services.
- Research's impact on initiatives and available resources.
- Measurement and Performance reporting.
- Ideal model/structure to provide optimal public relations, sales and marketing efforts.
- Operations relative to industry standards.
- Marketing and Promotion efforts.
- Impact should a separate entity be created to promote just Miami Beach.

Key Findings:

- Annual increases in GMCVB funding have not kept pace with the competition which may be affecting the organization's ability to build brand awareness and motivate convention and leisure travel business.
- The current funding arrangement between Miami Beach and the GMCVB does not provide funding increases commensurate with tourism increases.
- Motivated by budgetary limitations, GMCVB has kept down costs on salaries and wages which could negatively affect overall performance.
- GMCVB's competent staff produces significant work volume while remaining professional and exhibiting high ethical standards.
- GMCVB responds well to changing conditions.
- GMCVB has doubled advertising budget through successful partnership programs.
- Miami is the umbrella brand. Other cities and municipalities should be used as descriptor assets.

Recommendations:

1. **Funding of GMCVB:** Annual increases in GMCVB funding have not

kept pace with the competition. GMCVB may be falling behind in its ability to build brand awareness and motivate convention and leisure travelers to the destination.

- Restructure the funding arrangement with Miami Beach to keep pace with the Destination's growth.

2. Advertising and Marketing:

- Use one marketing organization for the Greater Miami area to maximize and centralize consumer branding and destination message.
- Conduct research including Strengths/Weakness Analysis with the Miami customer to pretest and validate advertising plan.
- Create a new mission statement.
- Develop and implement an integrated annual marketing plan.
- Independently evaluate and compare the Web marketing program with competitive Bureaus for both functionality and ability to drive travel decisions.
- \$500,000 budget should be devoted to worldwide Public Relations plus hire a top tourism PR firm.
- Launch a new community-wide branding campaign.

3. Operations:

- Execute internal monthly and annual marketing reports.
- Institute a monthly Miami Tourism Barometer, plus national tourism comparative analysis.
- Overall evaluation and return-on-investment reporting for all marketing efforts.
- Develop a value statement demonstrating GMCVB's return on investment.
- Expand the staff training program to include marketing sales leadership.
- Implement a periodic operational performance assessment.
- Have the department of Finance and Administration provide independent validation of GMCVB performance.

4. GMCVB Board:

- Should be more proactive in government relations.
- Restructure based on industry best practices.

5. Staff:

- Create published sales and marketing procedures and manuals.
- Change sales compensation to elevate sales staff recognition.

6. Convention Sales:

- Hire a third party telemarketing sales firm.
- Solicit major international conventions.
- Initiate a new marketing agreement with Miami Beach Convention Center.

- Create a formalized convention development fund; analyze why convention business is lost.
- Enhance convention service by benchmarking and analyzing future conventions.
- Develop an operation plan for the proposed visitor center.

7. Membership:

- Expand membership especially in the restaurant category.
- Membership needs assessment survey implemented.

8. Community:

- Implement a comprehensive public affairs plan to include customer, community, and stakeholder relations and crisis management plans.

Research:

Marshall Murdaugh Marketing executed a focus group covering discussion questions about Greater Miami's strengths, weaknesses and challenges, how to maximize opportunities to achieve greater results for the future, and whether the GMCVB responds effectively to strengths to maximize visitor levels. The focus group was made up of approximately 35 senior community tourism industry leaders.

1. Focus Group to discuss Miami's strengths, weaknesses, and challenges:

- **Destination Strengths include:** Varied and diverse attractions; South Beach; community is tolerant of diversity; sophisticated; electric atmosphere; nightlife and dining; weather; beach; brand.

The Destination's strengths are vast and diverse. And, the destination's strengths transcend governmental boundaries. Visitors to the area are most successfully motivated when outreach appeals directly to the visitor's individual desires.

- **GMCVB Strengths include:** highly ethical and fiscally responsible; successful at leveraging private sector marketing dollars; proactive crisis management; the organization's ability to generate incremental additional visitation; the organization's active role in major events; focus on niche marketing.

Focus group participants offered positive perceptions about the GMCVB's ability to generate incremental visits to the area, ethical integrity, proactive role in many areas and its ability to successfully leverage public dollars to generate private sector contributions.

- **Infrastructure Weaknesses:** Roads; taxis; public transportation interconnect; airport visitor information; signage (way-finding); parking; crime perception; lack of low cost carriers to market.

- **Visitor Industry Resource Weaknesses:** Hotel/restaurant customer service; language barriers; poor convention hotel block; condition of Miami Beach Convention Center.
- **Perception Weaknesses:** Two tourism seasons (January-April and May-December); convention competition.

Participants honed in on not providing a “visitor-friendly environment” because of infrastructure and service weaknesses. The group cited poor way-finding and internal roadway transportation, parking limitations, a lack of information outlets and low-cost carriers, and inconsistent customer service at hotels and restaurants.

- **GMCVB Weaknesses:** Limited funding for competitive marketing; no clear destination identity; leadership and industry fragmentation; community doesn’t appreciate tourists; lack of political support; short-term nature of GMCVB funding structure.

The GMCVB’s inability to consolidate its role as the primary marketer for the convention and visitor industry was identified as the organization’s greatest weakness. GMCVB performance may be undermined by lack of appreciation for tourism by the community and governmental leaders. This lack of appreciation could be undermining the Bureau’s effectiveness in interacting with governmental stakeholders. Likewise, the current funding structure used by Miami Beach works against long-term strategic and budgetary planning, both of which are necessary for optimal Bureau performance.

- **Challenges include:** Increase drive market; increase pre and post-cruise activity; fill the significant increase in hotel capacity; sustain gay/lesbian market; address politics and member in-fighting; improve Miami Beach Convention Center; address visitor industry infrastructure; improve Internet marketing; sustain competitive GMCVB budget; address stakeholder needs.

Addressing political and member in-fighting is a critical challenge. Strategic improvement recommendations to the Miami Beach Convention Center should be followed. Other areas that need to be addressed are consistent GMCVB funding streams, opening dialogue for stakeholder issues, improving the Destination’s internet marketing and improving visitor appeal at the Airport.

- **Opportunities include:** Regional marketing program (include other communities in S. Florida); identify GMCVB as lead marketing agency for the Destination; train and educate visitor industry employees; plan to improve the visitor industry infrastructure; improve niche/seasonal marketing; empower the GMCVB through dedicated funding stream with longer-term commitments.

2. Benchmarking and Comparative Analyses

Benchmarking cities: Anaheim, CA, Atlanta, GA, Boston, MA, Charlotte, NC, Dallas, TX, Houston, TX, New Orleans, LA, Orlando, FL, Philadelphia, PA, San Antonio, TX, San Diego, CA, San Francisco, CA, Tampa, FL, Washington, DC.

- **Comparison of overall budget rank:** Orlando has the largest operating budget of the group at \$39.4 million, double that of Miami. Miami ranks toward the upper end of the set reviewed.
- **Ratio of budget resources to hotel rooms:** Report indicates that the current GMCVB budget is somewhat proportional to the capacity of the hotel industry. If geographical and political diversity were also taken into account, the results may be different.
- **Ratio of budget resources to convention/trade show space:** Miami's resources are about in the middle of the comparative set. San Antonio, Tampa, Philadelphia and San Diego operate at substantially higher resource levels. This analysis demonstrates the resources available to effectively generate leads for area convention and tradeshow facilities.
- **History of budget increases:** For the comparative set, Bureau funding average increases are 37 percent. GMCVB's funding increase over the past five years is only 13 percent. Only three of the 14 other bureaus evaluated have experienced a lower total increase in budget resources over the past five years than Miami. The report indicates that the GMCVB is not being properly funded to effectively promote and market the Destination in a competitive convention and tourism market.
- **Miami Beach Resort Tax collections and GMCVB funding levels:** GMCVB funding has remained relatively flat while Miami Beach's gross resort tax collections have increased. GMCVB's funding must remain consistent with gross receipts in order to properly market the area. The current agreement does not allow for funding consistent with tax receipt increases.
- **Advertising budget comparison:** Data were available for only seven bureaus. Of the seven bureaus, Miami's budget was second highest after Orlando. This indicates that even during difficult times, GMCVB is maintaining a significant portion of its total budget for advertising.
- **Comparison of Tourism/Convention budget allocation:** Within the comparative set, Miami spends the smallest percentage (25%) on convention marketing. Murdaugh suggests that this lower budget allocation is because of limitations with the Miami Beach Convention Center including a lack of committable hotel rooms near the Center and lack of dedicated general session/ballroom space.
- **Comparison of total Bureau staff:** Comparable bureaus have 23 percent more staff. GMCVB's staffing is comparable to bureaus with

substantially lower annual budgets. Low pay levels pose turnover and staff quality challenges.

- **Staffing trends over the past five years:** Only two bureaus, Miami and Philadelphia, reduced staff. Over the past five years, average staff increases have been 16 percent, or ten full-time positions. In the case of Miami, staff was reduced 20 percent, or 15 full-time positions. Without added personnel, sales and marketing efforts will eventually be impacted.
- **Comparison of total tax on hotel rooms:** Miami's 13 percent tax rate ranks toward the lower end of the major market set. This may indicate there is room for a modest rate increase with the funds dedicated exclusively to maximizing room night generation.

B. Economics Research Associates (ERA) and Tourism Development Associates (TDA)

The Process:

The team analyzed substantial amounts of research and interviewed stakeholders to generate its final report.

Five-fold charge was required by the City of Miami Beach:

1. Review and assess the current GMCVB governance, structure, processes and overall operations.
2. What type of model/structure should exist to provide the services necessary to achieve the optimal public relations and sales and marketing efforts to enhance the City of Miami Beach's tourism and convention industries.
3. Compare and provide a comprehensive report on GMCVB operations relative to industry standards.
4. Evaluate and recommend strategic approaches for the City of Miami Beach to meet marketing objectives identified in the Market Assessment, including targeting, positioning and communicating.
5. Assess adverse/positive impact as a result of GMCVB's efforts to market Greater Miami versus Miami Beach only. Evaluate how those efforts impact and maximize the assets and attributes of smaller communities through broad destination-wide sales and marketing approaches. Formulate recommendations for increasing overall effectiveness that unify and consider all stakeholders, creating a collective atmosphere in which to promote Miami Beach as a premier convention and tourist destination.

Key Findings:

- The GMCVB's governance, structure, processes and overall operations are performed professionally and effectively.
- The relationship between the City of Miami Beach and the GMCVB has deteriorated. Poor communication could be the cause.

- Governance – the City of Miami Beach provides one-third of the GMCVB’s funding from the public interlocal partners. Representation on the board and key committees is proportional to this one-third financial support.
- Both the GMCVB’s Board of Directors and Executive Committee are more than double the average size of its peers.
- GMCVB accounting practices, organizational structure, and size of membership are in keeping with its peer group.
- GMCVB differs from its peer group by operating with a smaller staff, spends less on payroll and spends more than average on direct promotion.
- GMCVB generates less than the average funding from private sources.
- GMCVB is the appropriate model/structure to maximize the City of Miami Beach’s tourism and convention industries.
- Using one advertising agency for the region’s marketing efforts is the optimal model.
- The City of Miami Beach can gain the most leverage on its marketing investment by working through the regional bureau.
- “Going it alone,” independent of the GMCVB, will have an adverse impact on the Miami Beach economy.
- Miami is the brand identity for the region.

Recommendations:

- A Strategic Plan with shared goals and objectives could help in improving relations. The Strategic Plan should include: target markets for attracting visitors; position the various Greater Miami (and Miami Beach) tourism products within the field; suggest what new tourism and convention products to develop; prioritize improvements in the tourism infrastructure.
- Set a formula-based contribution with a long-term agreement to provide funding to the GMCVB.
- Let the GMCVB pursue its mission of marketing all of Greater Miami to the larger world.
- Reduce the size of the Executive Committee to give each remaining member greater influence.
- Rather than expect the GMCVB to undertake specific City of Miami Beach initiatives, the City should identify the programs that would remain under the full control of the City and would be in addition to GMCVB activities.
- Adopt the International Association of Convention and Visitor Bureaus (IACVB) Board set of standards for evaluating the GMCVB’s performance.
- To improve communication, assign one person at the City of Miami Beach and the GMCVB to communicate directly with each other.
- Additions to Existing Research - cross-tabulations from existing research tools are requested including: convention vs. leisure visitors; breakout

boutique hotel stay; expand media preferences; income; international market; *High-Value Customers*.

- New Research – Opposition research; conversion studies; non-converted travelers.

C. Ernst & Young (E&Y) with Yesawich, Pepperdine, Brown & Russell (YPB&R)

The Process:

The context for the strategic planning exercise included a GMCVB planning session and strategy recommendations discussion, review of existing research, interviews with market stakeholders and representatives in selected competitive destinations, and consumer interviews with individuals interested and not interested in Miami.

Key Findings:

Regional Assessment:

- Results of destination assessment summary matrix.
- Results of demand segment analysis (leisure, corporate, group).

Competition:

Among adults interested in visiting Miami, key Sunbelt leisure competitors are Key West, Orlando and Ft. Lauderdale. Other Sunbelt destinations of interest are California and the Caribbean.

The Caribbean poses formidable competition since 87% of visitors interested in visiting Miami are also interested in visiting the Caribbean.

In rank order, Orlando, Atlanta and New Orleans are primary convention business competitors, while Ft. Lauderdale and Tampa represent secondary competition.

- Orlando's strengths are that it is a more convenient drive-to destination, has air access on low fare carriers which reduces the cost of getting to the destination, web site offers vacation packages and planning services, positive visitor experience at the airport. However, Orlando does not have the beach nor is it a cosmopolitan metropolis, both of which benefit Miami as a destination.
- Ft. Lauderdale is making significant improvements including those at the seaport and airport. Low-cost carrier access offers an alternative to traveling into Miami. Recent service enhancement programs have been performed and the convention facilities have recently been expanded. The destination's weaknesses include a lack of international flights and a lingering Spring Break image.

- Key West competes with Miami for a niche of the leisure segment especially among drive-to and gay visitors.

According to D.K. Shifflet, when compared to key leisure and convention competitors as a destination (Orlando, Ft. Lauderdale, Las Vegas and New Orleans), Miami received lower ratings for overall satisfaction, value for money, overall satisfaction with accommodations, and service satisfaction with accommodations. It was also rated low by visitors who took a getaway weekend or a general vacation.

Miami was rated the highest of the competitive group by visitors who came to Miami to visit friends or relatives.

Visitor Demand Research:

According to original research conducted by YPB&R, the following trends were noted:

- Leisure travelers interested in visiting Miami have some college education, have children who are under 18 years old, are white non-Hispanic and live in metropolitan areas.
- Among those not interested in visiting Miami, over 40% are not interested because of the perception of crime; other reasons are because the destination is perceived to be overpopulated, and too hot and humid. Only 10% are not interested because of the destination's diversity.
- Of particular concern, 69% of those not interested in Miami have already visited. More recent visitors are more predisposed to revisit Miami.
- Miami's highly desirable attributes are: beautiful scenery; offers fun/exciting experiences; the beach; its tropical/cosmopolitan atmosphere.
- Three-quarters of leisure travelers interested in visiting Miami use the Internet to obtain travel information or make travel reservations.
- Target market (geographic) – 48% are international, 52% are domestic (70% out of state, 30% in-state).
- Target market (demographics) - 25-54 adult, \$75K+ household income (skewing to \$100K+), the strong majority are white non-Hispanic couples or married, and are college graduates. Twenty-one percent are families. Five to 10 percent of the couples are gay. About one in five come from diverse ethnic backgrounds. This situation provides a sound foundation for a diversity marketing program for the destination. D.K. Shifflet research indicates that 50% of the domestic market arrives by car. This contradicts the GMCVB intercept surveys that indicate nearly 96% of visitors arrive by air.

Recommendations:

1. Brand Positioning

- Recommend "A Thriving Tropical Metropolis" as the evolution of the Tropicool brand. Miami is the only major U.S. city that compares with New York and Los Angeles as an urban vacation destination.

This brand evokes urban sophistication, and a multicultural tropical vacation experience.

- Create Miami as the umbrella brand. Within the brand architecture, Miami's communities should be treated as the sub-brands.

2. Product Development Initiatives

- Improve way-finding and brand environmentalism (support beautification efforts around the Performing Arts Center, development of pedestrian-friendly waterfront corridor and implementation of Miami River Commission recommendations).
- Become a first-class meeting destination by expanding Miami Beach Convention Center to include a banquet hall and integrating into Lincoln Rd. Mall. Execute a MBCC headquarter hotel study, beautify the Washington-Collins Avenue corridor and improve Bay-link transportation.
- Improve Miami Knight Center consistent with CSL Study.
- Demolish Coconut Grove Expo Center, analyze other potential uses.

3. Attraction Enhancement

- Create a branded city pass to include transportation and admission to sites.
- Seaquarium - relocate park and enhance waterfront activities.
- Miami Beach - more public beach access, enable pedestrians to see the ocean.
- A new baseball stadium is not a major priority.

4. Service and Value Perception Enhancement

- Create a service quality Task Force to develop a service program (Ft. Lauderdale's branded service program is SUNsational™).
- Miami International Airport Task force to keep expansion focused on customer needs and making the facility customer-friendly.

5. Marketing Strategy Initiatives

- Use dedicated marketing funds to address the needs of the primary markets and co-op funds for vertical markets.
- Create a pool of incentive funds specific to attracting meeting and convention business in order for Miami to remain competitive.
- Re-allocate advertising funds. Current advertising levels are insufficient to sustain meaningful presence in media. 2002/2003 advertising expenditures declined 32 percent from 2001/2002.
 - Increase trade media 20%.
 - Increase online advertising and merchandising to at least 20% of total.
 - Allocate available advertising funds to broader target market.
 - Allocate future advertising funds to vertical markets.
 - \$750,000 for additional trade advertising (international).

- \$2 million additional for television advertising in key domestic markets.
- \$500,000 additional for online media and Internet.
- More money for advertising production to support media expenditure.
- Off season marketing devoted to vertical markets.
- Consider promoting other available activities such as nature and sporting experiences.

6. Integrated Promotional Strategy

- Review and update sales promotion and collateral.
- Refocus publicity and public relations programs to counter crime perception.

7. E-marketing Initiatives

- Enhance GMCVB website, drive visitors through Miami into communities.
- Review URL and explore alternate addresses.
- Enhance website interface and design to be more interactive and destination-driven.
- Review booking tools.
- Ensure brand control and consistency (online message consistent with off-line communication).
- Keep content fresh.

8. Research Initiatives

- Use D.K. Shifflet to track visitor profiles and Synovate intercepts for guest activities.
- Implement measurement programs for: actual advertising performance (copy testing); awareness testing; cost per inquiry tracking analysis; and semi-annual conversion studies.
- Execute semi-annual Destination Awareness, Interest and Perception Research.
- Execute annual meeting planner and travel agent research.
- Execute tourism economic impact research.

9. GMCVB Sustainable Funding

- Create a task force to explore alternatives to current funding protocol that provides for predictable and sustainable funding over the long term. This will enable the Bureau to better plan, implement and evaluate multi-year programs.

Recommendation Additions:

- Cultural Diversity Program Development.

- Expand GMCVB presence in vertical markets (spa and gay).
- Conduct analysis of other high-interest Sunbelt destinations.

D. GMCVB Executive Committee Retreat

The Greater Miami Convention & Visitors Bureau Executive Committee gathered for a two-day retreat in March 2004. The purpose of the retreat was to analyze and evaluate the GMCVB audits from Marshall Murdaugh Marketing and Economic Research Associates, plus the Strategic Planning Exercise from Ernst & Young. After evaluation and discussion, the Executive Committee determined key priorities and defined tasks for GMCVB staff to complete and to publish a GMCVB Strategic Plan for 2005 and beyond.

The Executive Committee reached a consensus on the following priorities to be addressed in the GMCVB strategic plan:

- Find ways to attract more private sector funding over and above membership dues.
- Create a public funding model that correlates with and provides for GMCVB funding as tourism dollars increase. In particular, a formula for shared resort tax monies should be fully investigated.
- To address improving community affairs, explore adding a position of Senior Vice President of Public Affairs at the GMCVB.
- Better inform the public of the GMCVB's economic contribution to the Greater Miami community. Increased tourism directly contributes to local and state taxes and increased jobs, which in turn improves the quality of life of Greater Miami residents and individual communities.
- A strategic plan will be drafted in May 2004 with a final document published by mid-July 2004. The Bureau will develop the plan with input from select consultants, strategic alliance partners and all stakeholders.
- Goals for the Greater Miami destination will include:
 1. Minimize the effects of seasonality.
 2. Expand market base.
 3. Expand and improve the quality of the Miami Beach Convention Center.
 4. Eradicate negative visitor and resident perceptions of the destination.
 5. Improve the product of the destination.
 6. Continue to improve overall level of customer service.
 7. Improve the "Attraction" infrastructure.

8. Identify and grow customers' value proposition.
9. Implement an ongoing community-based education program promoting the value of tourism.
10. Improve way-finding.
11. Define the stakeholders and increase stakeholder base.
12. Retain market share and keep the repeat visitor.
13. Improve the marketing of our submarkets.
14. Include residents in the marketing of the destination.
15. Explore methodologies along with the destination's capacity to increase overnight visitors by 5-10% every year, for the next three years.

III. Sales & Marketing Strategies to Produce Desired Outcomes

Convention Sales

Mission Statement:

The mission of the Convention Sales Department is to serve as the community's convention, trade show and meeting development marketing arm, aggressively marketing Convention Centers and hotels and generating economic growth through convention development and room nights booked, while building total meetings business for the city as a convention destination.

Current year achievements will be updated at the end of 2004 and will include definitive statements quantifying:

- Conventions booked by year-end, number of room nights generated and economic impact in future dollars.
- 2004 major citywide convention bookings for the Convention Centers and the community and estimated room nights.
- 2004 total hotel bookings and total room nights.
- Details of how the Convention Sales Department sold the community in 2004 through other marketing activities including trade shows, conventions and sales forums, sales missions conducted, clients hosted on major destination familiarization reviews and site inspections conducted.
- Details of 2004 partnerships with key industry associations.
- Details of 2004 convention development funds used to book and develop new accounts and accounts in transition.
- Industry publication awards received.
- 2004 details of planned and executed sales blitzes and resulting leads.

Situation Analysis:

Convention Sales Situation Analysis will be detailed during the GMCVB's budget and goal-setting process in the 3rd and 4th quarters of 2004. As applicable, detail will be provided on:

- The Convention Center was built to attract the lucrative convention, trade show and meetings market.

- The percentage of the Center's total business that trade shows, conventions and public shows represent.
- The total number of first-class hotel rooms that Miami currently has and the projected committable room base.
- The Convention Sales Department will continue to aggressively target trade show/convention business while generating corporate, association, labor and social group leads for the hotel community and convention center. Marketing goals, objectives, tactics and competitive factors will be outlined in this plan.
- Factors influencing our aggressive sales approach include the construction of new attractions, shopping, dining and entertainment options, as well as the increase in the room inventory. This will help support citywide conventions and drive renewed interest in the destination.

Convention Sales Goals

Convention sales goals will be determined during the GMCVB's budget and goal-setting process in the 3rd and 4th quarters of 2004. As applicable, detail will be provided on:

- Convention and trade show bookings and confirmations, the resulting room nights and the anticipated results comparison to 2003/04.
- Bookings of meetings and conventions for hotels, the total room nights and the anticipated percentage increase over 2003/04.
- Annual bookings, room nights, number of attendees and revenue totals from delegate spending, plus gross square footage used.
- Lead generation goals through the Washington, DC office.
- Solicitation of Industry-related convention and meetings in the trade show and convention market, tourism market and communications field.
- Conduct special projects to generate leads for the Convention Centers and hotel community during off peak and shoulder season.
- The Convention Sales staff will implement a plan to join committees and boards of key industry organizations. This will heighten the city's exposure to clients, as well as create an equal professional plane, which will help build relationships that will develop into leads and bookings.

- Convention Sales will continue to develop superior communication with city hotels and other key business partners.
- Produce new promotional material enhancing the brand to promote the destination's hotels and the Convention Centers.
- Explore relationships with representative firm(s) that specializes in producing new contacts and helps to generate leads for trade shows at the Convention Centers.
- Explore relationships with a hotel telemarketing organization to generate leads for the hotels.

2004 Convention Sales Objectives

Objective One: **Increase long-term bookings of conventions, meetings and trade shows for 2004 and beyond for the Convention Center and citywide hotel business. Book and confirm such commitments, generating a specified number of hotel stay nights and Convention Center square footage usage.**

Strategy 1:

Generate Convention Center leads (totaling an estimated number of room nights) by targeting cities in select geographic areas and businesses in key categories. Trade show companies, associations and corporations are a prime source of new business in these lucrative markets. Target meeting, convention and trade show business that will use peak room nights and a minimum of gross square feet to fill the Convention Center and support growing room inventory.

Tactics:

- Generate communications via telemarketing contacts and e-mail.
- Conduct sales missions generating personal sales calls. Individual sales managers will be assigned missions in their respective markets.
- Increase exposure to the destination via site visits. Marketing efforts are targeted at producing site visitations by individual decision-makers, boards of directors, site committees, trade show management teams and key exhibitors. Comprehensive tours of the Convention Center, marketing partner facilities and the city are aimed at stimulating interest and securing commitments.
- Participate in industry trade shows, conventions and sales forums. The Action Calendar details the department's schedule of industry conventions and trade shows.

- Work directly with SMG's corporate offices to identify top corporate customers and major trade show companies to market the Convention Center.
- Use Internet marketing to send quarterly messages and images of the destination to target prospects and current customers from our database.

Strategy 2:

Continue to generate excitement about new city developments by participating as a destination at major trade shows and meetings and by continuing our aggressive convention destination familiarization review program, sponsorships at industry functions, conducting small dinner destination events and taking our showcase events on the road to tell the destination's story.

Tactics:

- Host exciting destination reviews corresponding with special events and mini-familiarization tours for prospective buyers to showcase the Convention Center and surrounding area.
- Sponsor two industry chapter luncheons and events to showcase Miami and its regional attractions, Convention Center and hotels.
- Conduct showcase events in key target cities.
- Organize and implement sales blitzes.
- Sponsor events at key industry annual conventions or trade shows in which we will be able to spotlight Miami.
- Conduct small dinner programs by hosting 10 to 12 clients in key cities to update them on Miami's new developments.

Strategy 3:

Continue to target major multi-management and trade show companies which represent a significant number of organizations that can generate new business for the Convention Center and individual hotel properties in order to support the increasing hotel inventory.

Tactics:

- Continue to solicit multi-management and trade show companies to host their executive management retreat meetings in the Convention Center.
- Solicit the three major third-party companies - Conferon, Conference Direct and Helms Briscoe - and make presentations and participate at their trade shows. The Washington, DC office will cover Washington, DC, Virginia and Maryland. All other states will be covered by a salesperson for each of these three third-party companies.

Strategy 4:

Utilize convention development funds to defray operation costs or to assist in marketing efforts for conventions and trade shows, particularly those with strong growth potential.

Tactics:

- When appropriate, negotiate funds to offset costs associated with a major citywide convention using the Convention Center.
- When appropriate, negotiate Convention Center waivers. These waivers will help book organizations for citywide conventions that will fill hotel rooms.

Strategy 5:

Advertise in key trade publications to position Miami, highlighting new developments that will draw attendees for trade shows and conventions.

Tactics:

- Advertisements will be placed in select industry publications.
- Advertise in selected local chapters of industry organizations such as PCMA Washington, DC.
- Work with Communications Department to develop media publicity approaches.

Objective Two: **Continue to develop short-term business opportunities next year and beyond, targeting corporate and association meeting planners with short-term meeting needs by confirming hotel convention bookings.**

Strategy 1:

Position Miami as a premier meeting destination by highlighting site benefits through an Internet-based RFP program. It is estimated that hotel sales leads for 2005 will exceed last year's numbers by ____% with more than ____ room nights, at an estimated conversation rate of ____%.

Tactics:

- Use the e-mail blasts to promote value periods and hotel availability. These e-mails will be sent to a database of corporate, state and regional association meeting planners on a monthly basis. The database will consist of past Internet RFP users and members of various meetings organizations.
- Develop a quarterly newsletter to be e-mailed to all Internet RFP customers that will update them on community developments and other news. The list of hot dates will be included with this e-mail.

Strategy 2:

Advertise in key trade publications to impress upon corporate, regional and association planners new developments promoting short-term hotel and Convention Center business.

Tactics:

- Place ads in industry publications.

- Use testimonials from previous meeting planners who have used the Meetings Express program.
- Place ads in local chapter newsletters and on the website to generate regional business.
- Work with Communications to develop new advertising and publicity.

Strategy 3:

Target select major cities for corporate, union and association meeting and convention center business.

Tactics:

- Use showcase events to help generate short-term hotel and Convention Center business.
- Conduct a small dinner program by hosting 10 to 12 clients in key cities to update them on new developments.

Objective Three: Maintain and confirm a defined number of annual long-term Convention Center bookings of conventions, to generate a defined number of room nights and projected number of attendees resulting in ____ delegate spending.

Strategy 1:

Maintain and strengthen relationships with annual citywide conventions and trade shows that have made the Convention Center their home. Solicit their input to identify industry-wide trends and suggestions for making Miami more of an attractive convention destination. Confirm the room nights produced for public shows to generate a target total of hotel room nights.

Tactics:

- Host an annual Advisory Board meeting. This group is made up of annual clients and other top industry trade show and meeting executives.
- Maintain relationships for endorsements, testimonials and promotional opportunities.

Objective Four: Produce new business through the Washington, DC office. We will determine the Washington, DC sales office's projected number of leads for 2004 and beyond representing a defined number of room nights.

Strategy 1:

The Washington, DC sales office will accomplish these sales objectives through personal and telephone sales, existing accounts and prospecting for new business sources. The DC office will do extensive networking at Washington, DC industry events. The sales staff in DC will participate with Miami clients on City familiarization trips and send clients for individual site inspections.

Tactics:

- Conduct in-person sales.
- Generate client contacts through e-mail and telephone to existing database accounts and new prospects.
- Attend monthly meetings of local chapters of IAEM, PCMA, GWSAE, MPI, AMPs, SGMP and UMPS.
- Participate on committees of major industry organization local chapters, as well as select national level committees to heighten exposure of Washington, DC office representatives.
- Represent the destination in DC marketplace trade shows, such as IACVB Destinations Showcase, GWSAE Springtime in the Park and HSMAI Affordable Meetings.
- Participate in selected national meetings and trade shows where the DC client base is present, such as PCMA, ASAE, MPI and SGMP.

Strategy 2:

Develop and expand programs to heighten the value and visibility of the Washington, DC office to both customers and marketing partners. These programs will aid in achieving the stated office goals by increasing the likelihood for clients to contact and interact with the DC office.

Tactics:

- Make sales calls with the destination's hotel marketing partners upon request.
- Develop relationships and make presentations to third-party companies for Washington, DC, Virginia and Maryland events.

Strategy 3:

Conduct small client dinners of 10 to 12 association and trade show clients to update them on Miami developments.

Tactics:

- Target select union meeting planners and executive officers for dinners and luncheons.

Objective Five: Solicit key convention and tourism industry conventions and trade shows.

Strategy 1:

Bid on key industry convention and tourism industry annual, mid-year and leadership conferences. Bringing these key industry conferences into Miami provides an opportunity to showcase the destination, Convention Center and the city's development and area attractions. These organizations will produce other meetings, trade shows and conventions.

Tactics:

- We will detail the business we will be bidding on.

Objective Six: Conduct special projects to generate leads for the Greater Miami hotel community during off peak and shoulder seasons.

Strategy 1:

Assign specific projects to Convention Sales staff to increase lead generation.

Tactics:

- Continue to use the “Miami Magnet” program — or Miami convention industry ambassadors — to draw attention to local/state associations for their support on national convention bids.
- Organize and execute a telephone sales blitz targeting all market segments both regionally and nationally. This program will incorporate hotel marketing partners, GMCVB and Convention Center sales staff, in a telephone blitz to produce bookings for the hotels and the Convention Center.
- Target, solicit and book conventions or trade shows for the short and long term to occupy Convention Center exhibit space and peak room nights.

Objective Seven: The Convention Sales staff will join committees and boards of key industry organizations. This will heighten Miami exposure to clients, as well as create an equal professional plane, which will help build relationships that will develop into leads and bookings.

Strategy 1:

Convention Sales staff will attend monthly industry organization meetings and participate on organization committees and boards.

Tactics:

- Staff will volunteer to work on at least one committee or board of select organizations.
- Each salesperson will attend at least two chapter meetings a year for select chapters of national organizations.

Objective Eight: Convention development will continue to develop superior communication with the destination’s hotels and other key business partners.

Strategy 1:

Roundtable meetings will be conducted with key hotels as well as other business partners to listen to ideas and discuss marketing opportunities. These meetings will keep key

business partners informed on the Bureau's responsibilities to the community while discussing current and future goals.

Tactics:

- Continue to conduct monthly key hotel business partner meetings.
- Continue to hold quarterly Director of Sales business partner meetings.
- Release, in conjunction with Communications and Tourism, bi-monthly faxes on convention projects.

Objective Nine: Produce new promotional material to promote the destination's hotels and the Convention Center.

Strategy 1:

Develop and produce, in conjunction with Communications and Marketing, new branded promotional information that will have a similar look and feel, which will be used to promote the destination and the Convention Center.

Tactics:

- Redesign/produce a bid book for conventions and trade shows.
- Redesign/produce an Internet RFP brochure.
- Redesign/produce a new Meeting Planner Guide.
- Reprint single hotel booklet to be used to promote the Convention Centers and hotel rooms.
- Produce/redesign an Airport Passenger Guide.
- Maintain an annual Convention Calendar that is easily accessible to meeting planners.

Objective Ten: Work with SMG and their trade show generation organization to help produce more convention center business.

Strategy 1:

Work with the SMG representative with leads on trade show companies considering Miami as a prime site for trade shows. This company will help us target trade show business that can fit the Convention Center.

Tactics:

- Identify leads.
- Work with SMG representative firm to qualify leads.
- Host clients for familiarization tours.

Objective Eleven: Contract with a telemarketing lead generation organization to produce hotel lead business.

Strategy 1:

Use a telemarketing organization to generate leads to help fill in holes for small meeting business at hotels and the Convention Center.

Tactics:

- Track leads and conversion rate.
- Target group size and peak room nights.
- Target mid-week business in August and September.
- Use this process to help cleanse database.

Convention Services

Mission Statement:

The mission of the Convention Services Division is to support the efforts of the Convention Sales team by facilitating the meeting planner's efforts and serving as the liaison with the community's products and services, and to enhance the meeting delegate's destination experience with the goal of increasing the likelihood the business will rebook in Greater Miami.

Current year achievements will be updated at the end of 2004 and will include definitive statements quantifying:

Convention Services provided support to conventions, meetings and trade shows via attendance building, registration personnel and provision of promotional materials.

- Customer service evaluation rating and previous year comparison.
- The number of familiarization tours, site visits and industry events that Conventions Services supported through the Program of Work.
- The number of hours that Convention Services provided registration personnel to the Convention Center and hotel-based meetings and conventions.
- The reservation increase produced by the complimentary restaurant reservations. The percentage of reservations placed with member businesses.
- The number of shows, room nights and reservations produced by The Housing Bureau services, powered by Housing 3000.
- Expanded the array of marketing materials and information available to meeting planners via our website "Planners Tool Kit."
- The number of hotel meetings and conferences supported by Convention Services through the distribution of promotional materials, internet leads and event planning.

Situation Analysis:

The Convention Services Department is responsible for providing the highest level of customer service to positively influence first-time and rotation shows to return and insure the retention of annual clients.

Convention Services is responsible for implementing Bureau events, industry related sponsorships, and maintenance of all display components, which matches the responsibilities of our competitor CVB services departments.

Our challenge is to surpass service levels of our competitors whose budgets, staffing levels and destination amenities exceed our own.

2004 Convention Services Objectives

Objective One: Provide support to conventions, meetings and trade shows via attendance building, transportation leads and information, partner leads, event planning, spouse programs and provision of promotional material. Total number of clients served will be detailed.

Strategy 1:

Continue to utilize all methods to promote early awareness of key services programs through active participation with the client site visits and maintenance of a proactive relationship with annual and first-time planners and show managers. This will assure clients a successful event and position the area as a viable convention destination.

Tactics:

- Provide attendance-building services for first-time shows.
- Maintain a successful partnership with Convention Center event managers (SMG).
- Provide promotional materials, support and amenities to shows and events annually.
- Contact annual clients during the year.
- Work with Sales to secure supplemental rooms for annual clients as needed.
- Actively participate in pre- and post-convention meetings.
- Coordinate outbound gifts and amenities.
- Continue to use the Welcome Program to promote awareness through citywide signage and banners for qualified events.

Strategy 2:

Refine systems in place to support citywide, short-term conventions and meetings in the Convention Center and greater hotel community, thus reaching a broader base of potential repeat business.

Tactics:

- Include shows and events booked by the Convention Center/SMG.
- Include hotel shows booked by property sales staff.
- Coordinate collection and inclusion of citywide promotional items to fulfill client requests.
- Form partnerships with citywide hotel sales team to further identify and service client needs.

Objective Two: **Actively promote our Housing Bureau services as a viable sales option. The number of shows, room nights and reservations resulting from the department's housing support will be detailed.**

Strategy 1:

Establish and promote a new program to provide first-year incentive to select repeat shows to introduce them to value of the Housing System.

Tactics:

- Identify four to five shows that match program parameters but have to date been reluctant to use the housing system.
- Provide one-on-one demonstration of the housing system, stressing aspects that match their particular needs.
- Explore options to encourage planners to utilize the housing system for a one-year evaluation period.

Strategy 2:

Promote new program qualification parameters to include shows and events utilizing two or more hotels.

Tactics:

- Promote to short-term Convention Center business booking dates within 18 months of event through partnership with SMG sales staff.
- Make use of planner contact during site visits, familiarization tours and other special events to promote awareness of the expanded program.
- Actively participate with sales staff in promoting the assets of the housing program.

Strategy 3:

Provide superior housing service to qualified shows with our in-house software Housing System.

Tactics:

- Maintain open communication with planners to continually assess the program's ability to meet their needs.
- Meet regularly with key hotel sales and reservations staff to address new services and property issues.

- Attend industry educational sessions focusing on new developments in convention housing.

Objective Three: Provide planners with professional, experienced on-site registration staffing support inclusive of computer operators, lead retrieval, show office support and booth personnel for all Convention Center and hotel shows to facilitate the show experience for planners and attendees.

Strategy 1:

Recruit and train qualified registrars to provide effective show support.

Tactics:

- Maintain a network of skilled men and women.
- Conduct interview and skills assessment.
- Maintain uniform inventory and distribution procedures.
- Recommend and coordinate skills training.
- Oversee registrar orientation.
- Coordinate quarterly supervisor and annual full staff meetings.
- Conduct CVB services assessment surveys.
- Establish a network among industry peers through membership and participation in ACOM and other industry organizations and forums.

Strategy 2:

Work directly with show management to design a viable show support schedule.

Tactics:

- Develop and maintain relationships with planners and property sales teams to actively promote the registrar program.
- Work directly with show management during shows to make adjustments as needed.
- Attend pre- and post-convention meetings.

Objective Four: Effectively coordinate Bureau showcase events, familiarization tours, sponsorships and special events as directed.

Strategy 1:

Meet with relevant staff to brainstorm and design events specific to their defined goals.

Tactics:

- Select site and coordinate all elements including menu, floral, entertainment, rooms, travel, invitation process and client participation.
- Develop and manage event budget.
- Establish and orchestrate event timelines.
- Maintain communication among departments, SMG and partners.

- Conduct pre-meeting and post-event critique.

Strategy 2:

Implement Program of Work Calendar and trade show activities to enable consistent, productive marketing of Greater Miami to the convention and meeting industry.

Tactics:

- Coordinate storage, maintenance and enhancements of trade show booth components including roll-ups, tabletops and 10 x 10s, interface with exposition companies.
- Direct project management of new proposed trade show booth to include drafting RFP, interfacing with selected exposition companies and all related budgeting.

Strategy 3:

Maintain and distribute inventory of themed promotional items used to reinforce Greater Miami.

Tactics:

- Maintain network of qualified vendors seeking appropriate products.
- Recommend and secure items.
- Maintain POS inventory system.
- Coordinate fulfillment.
- Oversee budget.

2004 Tourism Sales Objectives

Objective One: **Influence and educate travel planners and travel trade decision makers that Miami is the destination of choice for their clients and successfully meets their sales objectives.**

Strategy 1:

Design and direct an annual international and domestic sales program designed to interact with and support top travel planners and travel trade colleagues targeting top producing markets as well as emerging markets.

Tactics:

- Identify optimum trade shows conducted in target markets in which to participate/exhibit.
- Leverage the Miami message and provide cost-effective partnerships with participating member organizations in organizing “Miami Areas” in relevant trade shows to support business to business commerce (participated in 41 trade shows in 2003).
- Organize and conduct targeted sales missions and blitzes in target markets (conducted 13 international sales missions and 40 domestic sales blitzes/missions in 2003).
- Organize and conduct hosted familiarization tours to Miami providing travel planners and buyers with direct exposure to the destination and its products (hosted 50 familiarization tours in 2003).

Strategy 2:

Design supporting programs designed to target a variety of *High-Value Customers* based on creating consumer and trade awareness and demand.

Tactics:

- To induce and facilitate summer/shoulder travel, conduct an annual Summer Festival Season sales blitz targeting in-state and national feeder markets (33 cities blitzed in 2003).
- Design and implement a Boutique Hotel Program representing approximately 100 Boutique Hotels in targeted sales blitzes as well as specialty trade and consumer shows such as film, fashion, entertainment and design events.
- Design and implement a targeted Cultural Tourism and Heritage Travel Program including hosting and facilitating familiarization tours, industry presentations and collateral support.
- Design and implement a targeted Gay & Lesbian Travel Program including participation in related trade shows, conferences and special events (14 programs conducted in 2003).

- Design and implement a targeted Shop Miami Program providing sales and collateral support for local shopping malls and outlets.
- Promote pre- and post-cruise visitor activity, working closely with Cruise Line International Association (CLIA), the American Society of Travel Agents (ASTA) and local cruise lines and the Port of Miami (hosted three CLIA conferences, two ASTA CruiseFest conferences and co-sponsored annual Sea Trade event as well as 15 pre- and post-cruise travel agent familiarization tours in 2003).
- Promote family travel to the destination by designing and distributing to travel buyers the annual Attractions Pass program.

2004 Media Relations Objectives

Objective One: **Influence consumer perceptions about Miami as a fashion-forward, tropical and cosmopolitan destination of choice to the *high-value customer* through placement of editorial stories in a variety of consumer and travel media outlets.**

Strategy 1:

Direct an informative, targeted press release schedule of 40 GMCVB press releases, alerts, advertorials and industry releases which reinforce the brand.

Tactics:

- Provide the most up-to-date, positive information to all audiences with “What’s Happening” press releases on a regular basis.
- Utilize press releases to highlight travel trends, events, new developments, financial news, festival information and other news in a timely, accurate and targeted fashion.

Strategy 2:

Reach out to key consumer travel editors, contributing editors and freelance writers who represent major publications within our target markets which reinforce the brand.

Tactics:

- Host at least 130 travel editors/writers on a one-on-one basis throughout the year.
- Host at least 17 media tours from key feeder markets, each tour themed after niche pitches and featuring multiple media.
- Leverage select niche events such as the South Beach Wine & Food Festival, Calle Ocho, Gay & Lesbian Film Festival and Art Basel to bring in media to cover the destination.
- Personally visit key markets to present the message and products to consumer and trade media.
- Service at least 2,000 media inquiries seeking editorial, logistical and collateral support.

Strategy 3:

Host at least 25 production crews from major broadcast and cable networks and 10 live radio broadcasts from the destination, plus any additional promotions.

Tactics:

- Conduct outreach with producers and travel correspondents at national, regional and cable news programs as well as key drive market affiliates, to develop destination feature stories.
- Pitch Miami coverage to locally based Latin American media giants such as Univision to assure optimum cost effectiveness.

- Research and pitch syndicated and regional radio shows/TV programs to broadcast live from Miami throughout the year, with special emphasis on summer visits where possible to help boost summer business.

Strategy 4:

Publicize and promote new developments for the community.

Tactics:

- Identify the key person in each company for new developments and expansions.
- Maintain a current resource file on all new developments.
- Pitch key consumer media outlets in target markets.
- Provide ongoing updates to key media on destination news and developments through a series of press releases and postcards showcasing diverse “slices” of the product, from the beaches, to gaming and golfing, dancing, dining, shopping and spas (i.e. What’s New release).
- Work with trade media in relation to retail development, architectural development and financial issues.

Objective Two: Promote Miami as the preferred venue for meetings, trade shows and public shows to increase meeting business.

Strategy 1:

Direct a press release program promoting meeting facilities, development updates and new tourism products to targeted meeting planner publications.

Tactics:

- Identify and distribute updates regularly to appropriate trade media outlets (i.e. What’s New release).
- Develop an evergreen press release that Convention Sales managers can use as a sales piece.
- Ensure that press releases on the web site are current and accurate.
- Develop advertorials for key meetings trade magazines to be used to leverage additional publicity from advertising or accomplishments.

Strategy 2:

Publicize and promote new developments in Miami to meeting planners through meeting trade publications.

Tactics:

- Identify the key person in each company for new developments and expansions.
- Keep Convention Sales Managers current with updated What’s New releases via e-mail and the web site for use with clients.

- Include trade writers in media tours and sales familiarization tours, or host them for individual visits in conjunction with the Convention Sales Department where appropriate.
- Approach major business and consumer media on the positive economic impact of meetings and conventions and how new developments make the city more attractive to meeting planners and attendees.

Strategy 3:

Provide advertorial content to trade publications.

Tactics:

- Work with convention development to develop specific story angles that are best suited for each publication and date.
- Maintain a current inventory of advertorials regarding those story angles.
- Invite key editors and writers from meetings publications to visit Miami.

Objective Three: Increase awareness of Miami as a visitor destination for the multicultural or niche traveler through targeted media placements.

Strategy 1:

Target the following multicultural and lifestyle markets: African-American, Hispanic, Gay & Lesbian, Family, Arts & Culture, Food & Wine, Eco-Tourism, Shopping, and Film/Fashion & Entertainment.

Tactics:

- Conduct media visits with niche publications and broadcast outlets, focusing on activities in and around areas that will interest consumers in these target markets.
- Develop specific consumer travel information for each market in the press kit.
- Maintain current key press releases in Spanish and other appropriate languages on the web site and paper media kits.
- Where appropriate, use leaders in those areas as destination spokespeople

Strategy 2:

Develop and maintain multicultural press releases on the online media kit.

Tactics:

- Develop, distribute and post releases on the web site that target these niche areas.

Strategy 3:

Pitch multicultural and niche media in key markets.

Tactics:

- Work with the PR agency to identify and pitch key media.
- Maintain updated databases of targeted media.
- Provide story angles to Univision, BET, Tom Joyner and other major multicultural media as well as other niche outlets.
- Host writers from key publications or broadcast media within the target markets, wherever possible tying in local events which reinforce the brand.

Objective Four: **Continue to update the media kit on paper and online to reflect new marketing themes and destination developments.**

Strategy 1:

Incorporate new images and B-Roll into the online media kit.

Tactics:

- Work with the PR agency and PR Committee on an ongoing basis to update the media kit where appropriate.
- Work with Marketing Services to streamline photography and obtain new images and footage.

Strategy 2:

Update the press kit contents to reflect the new branding.

Tactics:

- Work with the PR agency, taking media comments into consideration, to determine any changes to the new media kit on an ongoing basis.
- Continue to revise or write new press releases and feature stories which reinforce the brand and cater to the various niche markets.

Strategy 3:

Maintain the online press kit.

Tactics:

- Work with the web master on an ongoing basis to make sure the kit is as updated and user friendly as possible.
- Work with the PR agency and PR Committee on an ongoing basis to determine the content to include online.

Objective Five: **Implement an improved system of monitoring and managing clippings and media contacts.**

Strategy 1:

Enhance the clipping management to offer more details on impressions and media value where available.

Tactics:

- Increase commitment with Burrelle's clipping service to include monthly clip value analysis.

Objective Six: Implement media missions in key markets to pitch positive stories about the destination.

Tactics:

- Conduct at least 12 missions in key markets. Develop or leverage events in key feeder markets and invite top media (i.e. GMCVB's annual NYC media event or the recent New World Symphony performance at Carnegie Hall).
- Where appropriate, partner with GMCVB members to help sponsor these events and raise the profile of the destination.
- Conduct individual media calls while in these cities to pitch destination updates.

Objective Seven: Monitor with PR agencies and partners any issues which may impact positive publicity about the destination.

Tactics:

- Work with PR agency on appropriate responses to negative stories about the destination.
- Work with industry partners such as Visit Florida and TIA to stay on the same message points on issues where appropriate.
- Keep members informed about the GMCVB position to keep the media message unified.

2004 Consumer Marketing Objectives

1. Increase visitor bed tax and sales tax through optimum occupancy and highest possible room rates.
2. Continue to develop and implement a brand image. Educate high-value consumers about the diversity of the destination.
3. Enhance the GMCVB's website as an outreach, fulfillment and sales and conversion tool.
4. Develop and maintain strategic alliances for efficiency and expanded revenue/resources.
5. Collect more data about the County's market position.

Primary Target:

The primary target visitor for Miami-Dade County is a sophisticated, well-educated, affluent consumer who is looking for the opportunity to experience Miami's unique variety of activities and to return with stories to tell about the uniqueness of Miami.

- Ages 25 to 54, with emphasis on 25-44.
- Highly educated.
- Above average income.
- Active lifestyle, fashion-conscious.
- "High-energy Socialites."
- "Tropical Relaxers."

Primary Geographic Targets:

1. Northeast corridor of the United States and Canada (a line drawn northward from Baltimore through Philadelphia and New York and up to Toronto).
 - Heavy emphasis on New York.
2. South Florida drive markets (including Miami-Dade County) for summer and neighborhood promotions.
3. International
 - Sophisticated cities in Latin America.
 - Key markets in Europe.

Objective One: Increase visitor bed tax and sales tax.

All programs undertaken should include an objective designed to increase ADR and occupancy performance.

Objective Two: Continue to develop and implement a brand image. Educate *high-value consumers* about the diversity of the destination.

To continue to produce the optimum program for tourism results requires the continued employment of the community-wide branding initiative that is both memorable and effective in building new destination awareness and resulting business.

This marketing communications initiative will continue to strengthen the selling cycle, assisting the movement of the potential customer through the travel decision process of:

- Creating positive customer awareness of the destination.
- Producing stronger visitor interest.
- Stimulating consumer desire.
- Combating inroads from competing destinations.
- Ultimately assisting in the customer's action decision to visit.

The Brand:

Branding or brand identity is the total sum of the words, images and associations that form the customer's perception of the destination.

The brand, therefore, is the conveyed personality of the visitors' experience. It is the promise, the link, or the bridge between the customer and the visitor product.

Although the GMCVB cannot be responsible or accountable for every customer's perception of the destination, it should fulfill its role as a community tourism leader in crafting a brand development program that supports the industry through a fully coordinated, effective marketing communications plan.

Steps include the following (to be guided by research):

- **Define the Unique Selling Propositions** that separate the destination from the competition.
- **Produce and prioritize a series of motivational messages** for consumers and providers that address the positive visitor characteristics of the area.
- **Continue to craft Market Positioning** that separates the destination from competitors.

This program guides development of the GMCVB's array of collateral communications programs including direct mail, advertising, Web site positioning, media publicity programs, exhibits, etc.

To further strengthen the program, we should seek the proactive participation and exponential use from the destination's constituents in their own marketing communications delivery systems.

As part of this process, a clearly defined priority of message that will best motivate visitors from all market segments should be addressed. This is best accomplished through a process that generates communications recommendations from key staff and other community stakeholders to enhance the existing messaging.

Following this analysis, the conclusions could be tested through the use of *Promise Testing Groups* that ascertain the potential visitor's willingness to accept, and act on,

the presented messages. Next, communications messages would be added to existing messages for consistent use in ongoing communications vehicles:

- Web site
- Publications
- Direct mail programs
- Trade show displays
- Media publicity
- Advertising
- Sales solicitation programs, etc.

Finally, the creative platforms that result form the priority messages should be tested using Internet-based consumer procedures.

Strategy 1:

Continue to support the Tropical/Cosmopolitan image while creating an aspirational fashion image with influential people, trendsetters and others who will present the status of a Miami vacation to potential visitors.

Tactics:

- Present Miami's image in publications that influence the style-conscious and trend-setters.
- Use creative techniques (fashion photography, music video style videography, etc.) to present a Miami image different that most destinations.
- Look for partnering opportunities with fashion brands, restaurants and nightclubs.

Strategy 2:

Establish the area as a unique and desirable leisure destination within the travel planner community.

Tactics:

- Make presentations to reservation planners booking packages into Miami.
- Demonstrate vacation opportunities available in Miami that are not available elsewhere. Feature a unique mix of entertainment options including:
 - Shopping
 - Nightlife
 - Two national parks
 - Multicultural opportunities
- Attend travel planner shows as appropriate.

- Create road show for presentations at Travel Planner offices.
- Develop unique itinerary suggestions to attract more diverse visitors.

Objective Three: Enhance the GMCVB’s website as an outreach, fulfillment and sales and conversion tool.

Our website should be the central “meeting place” for all inquiries about a trip to Miami-Dade County.

- Search engine hits should be optimized.
- Data collection from visitors to the website must define the various profiles of our visitors and help to continually refine the marketing campaign to meet specific needs.
- The site must tell the full Miami story in order to reinforce the brand image and support various neighborhoods and sub-brands.
- The site must tell the full Miami story in order to provide all the information visitors need to make informed decisions for their visit.
- The website should provide purchase and conversion opportunities.
 - Online booking
 - Ticket purchase for events, attractions, etc.
 - Restaurant and show reservations

Strategy 1:

Establish friendlier consumer and travel planner web pages.

Tactics:

- Optimize the site.
- Establish a permission-marketing program to boost registered users.
- Continue to obtain new e-mail addresses through collection at on-site promotions.
- Send quarterly e-newsletter to consumer database.
- Implement “free gift” booking incentive for booking hotel rooms.
- Monitor other travel related websites for advertising promotional opportunities.
- Monitor competitive websites for best practices.
- Develop a travel planner section.
- Send quarterly newsletter to travel planner database.
- Offer itinerary suggestions for 2-3 day and 6-7 day trips.

- Present Pre- and Post-Cruise program opportunities.

Objective Four: Develop and maintain strategic alliances.

- Developers.
- Private funding sources.
- More co/op programs specifically tailored to:
 - Golf
 - Spa
 - Attractions
 - Boutiques

Objective Five: Collect more data about the County's market position.

Membership

Mission Statement:

The mission of the Membership Partnership Program is to establish a core base of Bureau members to provide visitors and convention attendees with a broad base of services. Furthermore, the program generates vital private revenue and support of GMCVB operations. The Membership Division provides partners with key benefits, services and marketing opportunities as well as leveraging marketing initiatives for the GMCVB.

2003 Achievements:

- Realized an 80% retention rate from 2002 going into 2003.
- As of September 30, 2003 a total of 215 new partners joined the Bureau's Membership Partnership Program (exceeding the annual goal).
- Hosted over 1,800 partners at 14 different member partnership functions through 2003.
- Expanded multi-department features in the "What's Happening" and "Member" Newsletters to enable immediate communication with partners via e-mail.
- Increased e-mail addresses on file for partners from 40% of all members in October 2002 to now include 65% of all members in July 2003. This is an ongoing process that will continue in 2004.

2003 Goals-Membership:

- Generate \$180,000 in new member revenue through an aggressive recruitment effort with a focus on the marketing subcommittees established this year.
- Retain the vast majority of the current membership base resulting in a net new and renewal revenue goal of \$1,331,400.
- Execute a Program of Work designed to foster active participation between the Bureau and its members as well as the active promotion of member products and services.
- Continue to support the expansion of the Bureau's use of Internet and website technologies to provide additional marketing opportunities for GMCVB members and partners.

2004 Membership Objectives

Objective One: Recruit new member partners by making area businesses and organizations aware of economic advantages of the program.

Strategy 1:

Utilize sales blitz campaigns throughout the year to reach out to prospective partners.

Tactics:

- Coordinate sales outreach efforts with printing of pertinent publications to use as leverage.
- Send at least 350 direct mail letters as initial outreach to targeted potential partners.
- Schedule a minimum of 250 one-on-one meetings with potential partners throughout the year.

Strategy 2:

Review current benefits and services offered to membership partners and implement changes making the partnership program appealing to a targeted range of businesses.

Tactics:

- Evaluate benefits and services offered in each partner classification to ensure benefits and services will meet the needs of potential partners.
- Attend conferences and seminars directed at GMCVB membership to obtain information on new ideas and tactics used by industry.
- Continue evaluation throughout the year; recommend additional changes in November 2004 for the 2005 package.

Strategy 3:

Develop new inserts and forms for the solicitation package that are accurate, eye catching and easy to read.

Tactics:

- Present fee schedule in chart format allowing a quick comparison of benefits and services between classifications.
- Revise current solicitation package to utilize colorful and eye catching letterhead, fliers and forms.

Strategy 4:

Continue to recruit minority owned businesses as marketing partners.

Tactics:

- Survey key Greater Miami businesses as to their multicultural marketing efforts.
- Provide added value through links from multicultural page on website.

Strategy 5:

Attend community luncheons and other functions to network with potential partners.

Tactics:

- Using reciprocal memberships with various community groups get on mailing list to be notified of functions and events.

- Attend five community functions throughout the year as appropriate.

Objective Two: Retain 85% of base partners in the coming year.

Strategy 1:

Evaluate and implement changes, where feasible, to current benefit and services package offered to partners, to enhance the value of partnership participation.

Tactics:

- Each member of the membership sales team (four in total) will speak with approximately 12 existing partners on a weekly basis to discuss their needs and evaluate the GMCVB's performance as to benefits promised.
- Host 2-3 educational seminars and programs for partners during the year.
- Expand advertising and marketing opportunities for partners on the web site and in printed material.
- Review major and minor category choices to improve web site listings, making visitor searches easier and more accurate.
- Encourage membership partners to ask how visitors found them and include this as a question on the survey.

Strategy 2:

Maintain open communication with members at all times to encourage their active participation in partnership programs and marketing opportunities.

Tactics:

- Send "verification of information" request to partners at least twice a year to coincide with printing of publications.
- Include a reminder in a monthly mailing of benefits and services available to the partners.
- Use "What's Happening" and "Member" Newsletters to educate partners about the benefits of the web by providing them with statistics on unique users per month and the benefits of participating in the various web-based marketing programs the GMCVB provides.
- Educate members about the new brand image and the markets the Bureau is pursuing to encourage community buy-in.
- Notify partners of scheduled activities in a timely manner with follow-up reminders close to the date of the event/function.

Strategy 3:

Evaluate the current New Member Orientation Program and re-design with the goal of educating partners on how to use the materials the GMCVB provides to them to ensure they get the maximum value from the program.

Tactics:

- Create an introduction that summarizes the Bureau's functions, primary markets and new brand image to educate new partners about our direction.

- Focus on how partners and the Bureau work together rather than speaking about what the staff does and what our mission statements are.
- Determine which departments should have representatives at the orientation to give the partners the best advice on benefits and services they provide.
- Provide sample packets of information and forms that will be sent to them throughout the year, and have slides during the presentation that explain what they are and how they can be used.

IV. Accountability: Performance Measures and Return on Investment

Introduction:

The GMCVB commissioned Marshall Murdaugh Marketing to develop a comprehensive state-of-the-art industry Return on Investment (ROI) model to monitor and quantify economic impact results of the GMCVB's marketing programs on behalf of the community.

These recommendations incorporate ROI methodologies, benchmarking and additional supportive and evaluative recommendations for GMCVB market and marketing research.

In addition, a separate directional plan to secure foundation funding was provided for exploring the opportunities for grant development to fund hospitality training, signage, web enhancement, package tour development and relevant cultural programs.

ROI Plan Deliverables

This program is intended to enhance GMCVB operations and ultimately the economic productivity of marketing initiatives for the greater good of the entire community.

It provides the most effective method for producing a broad-based, ongoing statistical analysis of the significant, measurable incremental economic returns to the community from the resulting delivery of productive tourism marketing initiatives of the GMCVB.

This program is arguably the state-of-the-art model for ROI throughout the destination management/convention and visitor bureau industry.

The plan measures the dollar return to the community from visitors who have been motivated by the GMCVB to come to Miami. Specifically, it includes the estimated number of incremental visitors influenced, along with their economic impacts in terms of hotel room night generation, total estimated visitor expenditures made during their stays, and resulting tax revenue provided to the community and state.

The ROI Plan requires, whenever possible, all economic impact results to be provided by independent third party analysis to ensure reliability and confidence throughout the community.

It is important to note that while this Return on Investment impact is substantial, it is but the tip of the proverbial iceberg.

Since its inception, the Bureau has been at work delivering sales and marketing programs that produce long-term equity in the marketplace for Miami – umbrella advertising, media publicity and sales efforts on a worldwide basis that, albeit difficult to fully

quantify, have stimulated substantial positive visitor awareness, interest and ultimately, millions of new visitors that provided incremental business to the tourism industry.

Also included in this report are recommended research initiatives for enhancing future marketing efforts. And a research model is provided for community use in valuing the economic impacts of events.

These recommended methodologies are intended to provide broad-based direction and will be thoroughly evaluated during the GMCVB's 2005 budget and goal-setting process in the third and fourth quarters of 2004. Each may require additional adjustment and refinement before implementation from third party research firms. Also, the staff's research findings regarding average visitor trip expenditures, party size, etc., needs to be input for each formula. Thus, estimated economic impacts in this report are intended merely as desired outcomes.

The Bureau Value Statement:

After this model ROI Plan is developed and estimates are made, the incremental value of quantified tourism contributions made by Bureau marketing to the community should approximate a quantifiable value statement like:

"Last year, operating with an \$18 million dollar marketing budget, the GMCVB produced new advertising, web site and convention/leisure tourism sales programs that generated an estimated 478,000 incremental visitors, producing \$412 million in new out-of-town visitor spending from leisure visitors and future conventions booked, and filling 735,000 room nights. Thus, for every marketing dollar invested, it produced a twenty-three-to-one return for the community. This visitor spending also produced about \$41 million in state and local tax revenue and generated or sustained employment opportunities for more than 5,000 local residents."

Principal ROI Program Components:

The principal programs currently recommended for annual measurement of ROI, along with the evaluative criteria and techniques used for each, include:

- **Conventions/Meetings:** Annual conventions booked (produced) for the community by the sales staff, including anticipated convention delegates/visitors, room nights produced, and the delegates' total estimated visitor receipts while in Miami.
- **Advertising:** The medium's conversion of consumer interest to new visitors, hotel room night generation and estimated visitor receipts for the community. Traditional and non-traditional models are included.
- **The GMCVB Website:** The portal's results in producing new visitors, hotel room night reservations, and estimated visitor receipts for the community.

- **Tourism Sales:** The Bureau's global program impact in converting new or renewed visitors, and resulting estimated visitor receipts for the community.

As a result of these program analyses, the Bureau will be able to report the total estimated dollar ratio of return from each marketing/sales dollar invested for the Greater Miami area.

In addition, local and state taxes paid by visitors to support the economy and local jobs generated and sustained from this visitor spending can be extrapolated for reporting purposes.

Measuring Other Bureau Marketing Benefits for Miami:

Two other major bureau programs – while unable to quantify specific and measurable direct ROI – are significant for the contributions they make to the local tourism industry and require reporting subordinately with the ROI information. They are:

- **Media Publicity Generated:** The worldwide initiative should report the total number of positive media impressions made by the Bureau through its proactive publicity efforts that reach millions of people annually, producing top-of-mind awareness of the destination, and ultimately persuading untold numbers of consumers to visit Greater Miami. The dollar value of this media coverage, as measured in the related cost of advertising in lineage inches and broadcast exposure, is also significant and should be tracked and publicly reported.
- **Bureau Partnership Alliances Created:** Those business partnerships that leverage bureau marketing resources, along with the in-kind services and financial/manpower resources provided by businesses to support tourism efforts should be noted, nurtured and expanded whenever practical.

Timelines

Some ROI program results can be returned within a three-month period. The comprehensive analysis can be delivered within a 12 month period and should be continued thereafter.

Major Productivity Programs for Return on Investment Analysis:

Program 1. Conventions Booked: Annual number of conventions produced for the community by the sales staff, including anticipated convention delegates/visitors, room nights produced and the delegates' total estimated visitor receipts while in Miami.

This information is now being assembled, analyzed and provided by the Convention Sales Department.

Each convention's meeting planner provides the estimated number of anticipated room nights to the Bureau. Then the numbers are validated, based on Miami hotel contracts, as well as the past history of each organization as provided by the Meetings Information

Network System (MINT) of the International Association of Convention and Visitor Bureaus (IACVB). This system requires that other IACVB cities that have hosted the convention in the past five years, provide actual room pickup totals to the MINT Report, which is then made available to Miami.

The Miami Bureau then determines the estimated total economic impact of convention delegate visitor stays, based on an industry formula developed by IACVB. This methodology is considered quite conservative; it is based on current dollar cost estimates, rather than applying inflationary factors for future convention expenditures.

Current Annual Conventions Booked Results:

“Four hundred forty-six future conventions booked by the Bureau for both the Convention Center and individual hotels, will produce an estimated 344,000 delegate visitors, filling an estimated 428,093 hotel room nights throughout the community and providing total delegate spending in Greater Miami of an estimated \$208 million.”

This analysis should continue to be made monthly and annually, and incorporated in new annual ROI Reports.

Program 2. Advertising: The Bureau’s ad program that converts consumer interest to actual new visitors, hotel room night generation, and new estimated visitor receipts for the community.

Although this analysis is not currently available, the Bureau has wisely incorporated a toll-free number and the website address in all advertising, providing measurement response mechanisms for future evaluation.

For the potential use of future research, there were 26,770 phone calls made to the call center last year, and the web reports 394,096 web users, which have produced about 35,000 registered users who have signed up for additional information.

Analysis Implementation

A recognized third-party independent research company can provide consumer conversion analyses.

The firm of Alan Newman Research is recommended. The company has extensive background in work for the tourism industry, provides a qualified approach and can meet sole source requirements for this work. Recent clients include Visit Florida Tourism, the North Carolina Division of Tourism, Walt Disney Parks and Resorts On-line, etc.

The firm would contact phone respondents via phone and Internet respondents via email, with a lapse of about six months since their calls to receive information on Greater Miami.

Respondents would be queried on whether they came to Miami, and other relevant information including party size, length of stay, type of accommodations, etc. From this data, trip expenditures could be extrapolated by Bureau staff research.

Anticipated Annual Results

With more than 25,000 call center customers and another 35,000 registered web users for a universe of about 60,000 inquirers – who subsequently received visitor travel information about Greater Miami that stimulated their interest to visit – it would not be unusual for actual travelers to have been motivated to visit Miami at the average industry conversion rate of 35 to 40 percent.

This would mean that the ad program could have produced in the range of 21,000 to 24,000 visitor parties last year. By applying an average visitor party expenditure figure of \$2,000 and a three-night stay, this would have produced between \$42 million and \$48 million in estimated new visitor receipts for Miami, and generated between 63,000 and 72,000 room nights.

Anticipated Traditional Advertising Results:

Current results that would be verified by conversion research may conclude that:

“An estimated 22,000 visitor parties, who were among the millions who saw Bureau advertising last year, requested information and were motivated to actually visit – spending an estimated \$44 million here and generating more than 67,000 hotel room nights throughout the community.”

Thus, for every ad dollar expended on the GMCVB’s \$5 million campaign, it produced about a \$9 to \$1 return in visitor receipts.

This analysis should be conducted now and every three years, and the formula applied annually to verify positive yearly ROI impacts from the ad program.

The cost for this study is in the \$20,000-\$30,000 range, certainly a modest and appropriate research investment for the multi-million dollar annual ad program.

Non-Traditional Advertising

The GMCVB should investigate a new ad medium that guarantees the delivery of new visitors via the Internet and can fill special short-term needs, such as summer travel.

Developed by Ebrains of metro Washington, DC, the alternative ad initiative is being used today by about 50 cities and states. The Orlando CVB, for example, first tested the concept with a limited toe-in-the-water investment. Due to dramatic results achieved in producing significant volumes of new visitors, Orlando’s bureau has spent \$300,000 this past year on the program.

Ebrains has negotiated arrangements with about 100 major national tourism related websites, such as greeting cards, map/information services, etc.

When visitors request an offer on one of these sites, the destination's message then also appears and visitors are invited to inquire. Consumers opt-in to receive destination information, but are screened to ensure tourism destinations that they are only receiving qualified inquiries. Then consumers are sent travel information and the names are then "owned" by the destination for potential repeat mailings.

Destinations purchase the service based on the cost per inquiry. For a \$25,000 fee, Ebrains guarantees about 5,050 highly qualified inquirers at a cost of \$4.95 each. Fully 30% of these inquirers are then guaranteed to convert to actual visits. Ebrains also provides an independent third party conversion analysis to confirm visitors generated and their economic impact spending results.

Anticipated Non-Traditional Advertising Results:

Economic impact visitor results for this program that would be verified by conversion research are anticipated to confirm that:

"An estimated 1,515 visitor parties who were attracted to Greater Miami through quick turnaround website marketing initiatives were motivated to come during the slower summer period – and spent an estimated \$3 million, while purchasing about 4,545 hotel room nights throughout the community. For every dollar spent on this program, it generated about \$121 in visitor receipts."

For every dollar expended on this effort (\$25,000 investment), it would provide about a one hundred-to-one return for the community.

Again, the room night estimates and dollar volume expenditure will be determined by the actual conversion study.

It is recommended that an initial \$25,000 effort be initiated by the Bureau, which includes the conversion analysis to track results. Pending anticipated success, additional ad funds should then be reallocated to take advantage of special opportunity marketing, anticipating periods of visitation downturn, etc.

Program 3. The GMCVB Website: The portal's results in producing new visitors, hotel room night reservations, and estimated new visitor receipts for the community.

Hotel Booking Results:

Results for the direct booking of hotel rooms via the website have been minimal, producing just several hundred room nights annually.

However, the website has actually been a positive factor in producing web bookings for area hotels when the consumer bypasses the bureau's booking engines and goes straight to properties that are directly linked to the site.

According to a recent analysis of the Bureau website by USDM.NET, the technology provider to the International Association of Convention and Visitor Bureaus (IACVB), an estimated 10,000 hotel reservations were made in this way during the past 12 months.

Current Annual Hotel Booking Results:

By incorporating an average length of stay of three days from the leisure market, and an average of \$2000 per party visit, a major benefit should be attributed to the Bureau as follows:

“An estimated 10,000 Visitors to Miami who were motivated by the Bureau’s website, booked more than 30,000 visitor party room-nights with area hotels this past year and contributed an estimated \$20 million in visitor receipts.”

While this is a viable and important economic impact, it pales in comparison to much more significant benefits provided by an enhanced website portal for Miami and the GMCVB, as outlined next.

Producing New Visitors Via the Web:

The GMCVB is now embarking on a significant marketing initiative to optimize its web site to draw much higher volumes of potential visitors and actually convert them to visitation.

A major component of this plan is a “My Miami” permission-marketing component, where web site visitors request periodic updates and new information on their personal travel interests.

This tactic has a track record of exponentially increasing destination awareness, interest and desire to visit. It produces a large universe of new registered users that have the potential to convert visitors at a significantly higher rate than traditional methods.

The industry leader in this field is USDM.Net, which has produced viable programs for many of the top bureaus throughout the industry, including Las Vegas and Atlanta. And their conversion rate of destination visitation, through website registered users, is currently in the astounding 60-80% range.

They project that this program for the GMCVB will produce an estimated 100,000 new registered users in the next 12 months, and that these visitors will convert to actual visitation for Greater Miami at about 70% – or an estimated 70,000 new visitors during the first year.

Anticipated Hotel Booking with Web Initiative Results:

By developing this new web initiative, and using average party expenditures of \$2,000, this would provide one of the Bureau’s most significant programs of productivity on behalf of the community as follows:

“An estimated 70,000 new visitors were motivated to visit Miami last year through the Bureau’s website, contributing an estimated \$140 million in new visitor receipts and filling about 210,000 additional room nights for area hotels.”

This program should be implemented and monitored for success in producing additional user sessions and new registered users. And USDM.Net should develop a full conversion analysis annually to track and report ongoing success.

Special note: The conversion from existing web registered users, web hotel reservations and future website results may not be mutually exclusive and must be analyzed in this regard, rather than just adding them to the total ROI for future years.

However, when the 100,000 anticipated new registered users are added to the existing 35,000 and the Bureau website is optimized for success factors, the conversion rate will significantly increase. Thus, its impacts on visitation and travel expenditures should greatly exceed all current estimates.

Program 4. Tourism Sales: The Bureau’s global sales force reach and convert new or renewed visitors, resulting in estimated visitor receipts for the community.

Interfacing with tour operators to produce sales leads and potential new and renewable business for Miami is an important Bureau initiative. But in the ROI Analysis picture, its economic results may be comparatively less. A two-tiered approach is recommended for the evaluation of efforts that lead to Return on Investment results.

Year One Analysis:

Initially, it is recommended that the staff evaluate all future sales leads – and possibly those previously produced – estimating their individual economic impact potential for the community.

This estimate should be based on the actual tour operator requirements and specifications, including number of estimated participants and attendant room nights that would be produced by the leads if converted into actual business.

This information would be then provided in monthly and annual report totals as:

- Estimated value of tour operator sales leads in new visitor business for Miami.

Year Two Analysis:

The results of the past year should then be analyzed for total estimated impacts. And a new evaluation step should be introduced, by having a staff member call tour operators within a three to four month period after the dissemination of each sales lead to determine what actually converted as a booking. The Bureau can then assign appropriate economic impacts for each converted lead, based on the tour operator’s information.

If it is determined that this program is not cost effective because it requires substantial labor-intensive evaluation, 20% of all leads may be randomly selected for conversion analysis and the results extrapolated to the total universe of leads generated.

In any case, minimal measurement of this ongoing effort should be introduced to review the benefits of this million-dollar marketing initiative for the community and its tourism business partners. Here in abbreviated form are the anticipated major results:

Conventions Booked:

- 446 for the future.
- An estimated 344,000 delegate visitors.
- 428,000 estimated hotel room nights.
- \$208 million dollars in total delegate spending.

Web Hotel Bookings:

- 10,000 Visitor parties or 20,000 actual visitors.
- Booked more than 30,000 room nights.
- \$20 million dollars in est. visitor receipts.

Bureau Website (for future):

- Delivered 70,000 new visitors.
- \$140 million dollars in estimated new visitor receipts.
- 210,000 room nights.

The Bureau's New Value Statement:

As a result of these Program Analyses (incorporating leisure tour sales for the future) the Bureau will be able to report the total estimated dollar ratio of return from major programs delivered for the Greater Miami area as follows:

"Last year, operating with an \$18 million marketing budget, the Greater Miami Convention & Visitors Bureau produced new advertising, web site and convention/leisure tourism sales programs that generated an estimated 478,000 incremental visitors, producing \$412 million in new out of town visitor spending from leisure visitors and future conventions booked, and filling 735,000 room nights. Thus, for every marketing dollar invested, GMCVB produced a twenty-three-to-one return on investment for the community."

Few, if any, business enterprises can match these business return on investment benefits.

Taxes Produced, Jobs Delivered:

In addition, local and state taxes paid by these visitors to support the economy can also be extrapolated, along with jobs generated or sustained. It can be added to the value statement that:

“This visitor spending also produced about \$41 million in state and local tax revenue and generated or sustained employment opportunities for more than 5,764 local residents.”

A 10% state and local tax average on \$412 million would produce an estimated \$41 million in state and local taxes. In addition, the Travel Industry Association of America currently estimates (2002) that a local job is generated or sustained for every \$71,478 in tourism visitor spending. Thus, an expenditure of \$412 million would generate or sustain about 5,764 local jobs.

Dissemination of the Value Statement

This is a powerful statement in fostering a strong reputation for the Bureau’s work and response to its mission statement.

It should be used prominently for the Bureau’s annual report, marketing plan and other purposes such as a subordinate message at the end of Community Relations press releases, member newsletter, etc.

The supportive detailed methodologies that validate this statement should always be readily available for inquiry.

ROI Measurement Costs

The estimated start-up costs to execute this program, excluding web site optimization, are minimal:

- Ad conversion analysis – \$20,000-\$30,000 (with analysis repeated in three years).
- Burrelle’s ad value analysis of print publicity – \$2,400 annually.
- Reallocation of ad budget to fund \$25,000 Ebrains Internet initiative.
- Staff manpower requirements to analyze the value of tour operator leads.

Other Potential Opportunities For Delivering ROI

Tourism Event Marketing:

Special cultural events, such as long-term theater offerings and blockbuster art exhibitions, provide a strong potential for maximizing visitor impacts. And a major Bureau alliance with tourism business partners, including credit card companies, can assure success and evaluate it as well.

One example is Los Angeles' recent launching of several cooperative marketing programs with American Express. The latest was their "Get a hotel room and Lion King ticket" campaign. According to American Express estimates, produced using cardholder expenditure data, an estimated 33,000 visitors participated in the campaign and spent in excess of \$128 million.

Based on past reviews of comparable programs, it can be reasonably assumed that at least 70 percent of these visitors, and related expenditures, were indeed motivated by this campaign. This provided benefits to Los Angeles in new visitation of at least 23,000 visitors and an estimated \$89.6 million in visitor revenue. Similar concepts can be explored for Miami.

Measuring and Valuing Other Important Bureau Marketing Benefits for Miami:

Two other major Bureau programs (Media Relations and Membership), while unable to quantify specific and measurable direct ROI, are significant for contributions they make to the local tourism industry and require annual reporting:

1. Media Publicity Generated: The worldwide initiative should report the total number of positive media impressions made by the bureau through its proactive publicity efforts that reach millions of people annually, producing top-of-mind awareness of the destination, and ultimately persuading untold numbers of consumers to visit Greater Miami.

This however, is not an easy task. The Google search engine can report all mentions of "Miami tourism," for example, but it does not incorporate photos, which are significant portions of publicity generated by the Bureau, the actual size of the article, nor does it include non-print media.

Burrelle's Media clipping service provides numbers of articles and their circulation (or readership). But clipping services can miss up to 50% of all editorial placements.

As to the value of Public Relations and Travel Publicity, members of the Society of American Travel Writers have anecdotally reported that the value of publicity is three times that of advertising because it is produced by independent third party sources and not paid for by the destination. But there are no recognized research conclusions to support this belief.

Still, there is great industry recognition and acceptance for the inherent value and reputation of editorial media coverage in producing top-of-mind travel publicity that positively affects visitor decisions. And the GMCVB has one of the country's most effective programs at work developing this important coverage.

Evaluating Media Publicity Success:

The staff estimates that last year it produced media publicity coverage that totaled about 650 million impressions through TV, radio and print. In comparison, Bureau advertising reach was estimated at about 37 million.

However, this burgeoning potential audience, as measured in print media circulation, viewing and listening audiences of the various media, cannot be classified as actual viewers or listeners – only as potential audiences.

The staff should continue to evaluate its media publicity success through Burelle's clipping service and supplement the analysis by purchasing Burelle's evaluation of the value of bureau coverage based on what this publicity would have cost if purchased in advertising lineage rates. According to staff management, this service will add about \$200 a month to the contract, a worthwhile investment for the Bureau.

The staff should also begin to estimate its annual goal for publicity development audience reach (as delivered in viewing audience, print circulation and listenership). Then the ad equivalent evaluation can be added at year's end to track the value of the publicity. (Current estimates for advertising equivalent cost are now in the \$20 million range).

Add this supporting statement to the value statement:

"The bureau produces strong top-of-mind publicity about Miami and its diverse visitor appeals through its worldwide media relations program that produced publicity coverage exceeding 650 million positive impressions on TV, radio and print media. (If purchased in equivalent ad costs, this media coverage would be valued at \$ ____)."

2. Membership Benefits: The Bureau's membership program does so much more than just produce member dues revenue. Membership fosters Bureau partnership alliances that leverage Bureau-marketing resources, along with the in-kind services provided by businesses to support tourism efforts. They should be noted, nurtured and expanded whenever practical.

The dollar value of Bureau member program support for advertising, sales initiatives, along with in-kind services for familiarization program support for customers, is in the \$ ____ range.

The total amount, including member dues, statement follows:

" ____ Miami tourism businesses today provide more than \$ ____ in annual financial support to leverage new bureau marketing efforts. This is in addition to direct revenue from visitors who stay in hotels and pay lodging tax that is reinvested in tourism marketing to produce new visitors".

Other Tracking and Program Evaluation Methods

A number of marketing research methodologies were reviewed with senior management for evaluating and creating advertising, measuring customer awareness/interest to visit, and delivering consumer perceptions about the destination. They include:

- **Ad Campaign Awareness/Brand Effectiveness Studies:** E-mailed to a projectable sample of those meeting the demographic profile of Miami leisure visitors.
- **Specific Ad Testing:** It tests ad impact, customer empathy, copy points, brand retention, etc.
- **Destination Strengths/Weaknesses:** Provides a profile of major visitor benefits and challenges based on a projectable e-mail survey.

Each of these surveys can be designed and produced in the \$8,000-\$12,000 range. Equation Research is a recommended supplier.

- **Ad Development Testing:** A directional process employs focus groups, sometimes of both visitors and non-visitors, to review approaches, gauge destination awareness and develop consensus on the priority motivational messages, benefits and appeals of the destination that should be the focus of communications efforts. Costs for two focus groups, analysis, video of the sessions, and expenses usually are in the \$10,000-\$12,000 range. Alan Newman Associates is a recommended supplier.

Making Advertising Work Harder

Another proven method of research, designed to strengthen ongoing ad efforts, is to measure ad interest based on inquiry returns.

Here, two identical ads are employed, except that one of them incorporates a different element or approach. That new element, for example, may be a different motivational appeal delivered through a photo, or a copy block containing sensory destination appeal allure copy.

Both ads employ the same call to action, but use different call center toll-free numbers to track reader response.

Then the ads are run in publications that can allow every other reader to receive either the first or second ad. If one ad significantly outdraws the other ad in raw inquiries, this indicates the ad concepts relative winning advantage and strength in producing customer awareness, readership and interest.

The Benchmarking Process

Measuring Bureau Performance and Resulting Success:

To consistently measure its ongoing success, the Bureau should institute a comprehensive monthly and annual analysis of all activity and productivity.

This report becomes the Bureau's mirror. It is the measurement response to the agency's mission statement. It is singularly the most important tool used for measuring ongoing bureau performance. It should also be employed as the genesis for developing the Bureau's goal-setting process (forecasting the pre-determined delivery of Bureau productivity measurements).

The document should report categories by month, compared to the previous month; and year-to-date, culminating with an annual report that compares final results to past years' efforts.

This process and recommended deliverables have been reviewed with all senior managers at the Bureau and there is agreement on everyone's ability to deliver and report all categories as provided herein. In addition, administration confirms the ability of the Destination 3000 software program to administer this report.

This report should be disseminated to all staff, portions drawn from to highlight the bureau's annual report, marketing plan and other communications programs for the community.

For background, the Bureau can better measure its ongoing success by consistently delivering and reporting:

- Promotional activity.
- Marketing productivity.

Promotional Activity includes such work as literature distributed, sales calls made and publicity releases issued. As more promotional activity is produced and targeted appropriately, over time, there should be corresponding increases in marketing productivity.

Marketing Productivity is the most important output. These business measurements include business booked and resulting room night revenue, hotel reservations made and resulting economic impacts, as well as other important indicators of the Bureau's successful selling efforts on behalf of the community. In all cases, Bureau productivity can and should be forecast and stated as goals to be delivered in the annual marketing plan.

The most important annual productivity measurements should be:

- **The number of conventions/meetings booked**, resulting room nights and economic impact.
- **New leisure visitors generated** via advertising impressions and web site registered users/inquiry conversion and resulting economic impact.
- **Tour operator group sales generated** plus potential economic impact.

- **Positive media publicity impressions produced** of credible travel stories to influence travel decisions and resulting dollar value in comparable advertising space costs.
- **Bureau member support**, including dues, alternate funding from business partners and additional non-dues revenue provided for expanded marketing initiatives.

These represent the key performance indicators to be reported at the Board level.

The Goal Setting Process

This comprehensive report above will deliver annual results that should then be used as the initial benchmarking step in developing goals for the upcoming year. This entire goal-setting process should be clarified in writing for the entire marketing staff.

There are numerous other resource reports that support the Benchmarking efforts. Some of the more important reports include:

- **Conversion Analyses:** To determine consumer visitation/response to major initiatives including advertising and web programs.
- **Lost Business Reports:** An annual analysis of convention business – based on lead generation and/or bid proposals and solicitation requests – that decides not to book.
- **Cancelled Business Reports:** An annual analysis of conventions cancelled following their confirmed booking with the Bureau.
- **In-kind Partnership Report:** An annual analysis of partnership and alliance financial support provided to the Bureau. A companion report should quantify the number of partnerships or alliances formed throughout the year, compared to past efforts.
- **Conversion of Sales Leads to Business Booked:** An annual assessment of how well the Bureau is doing in this major area that tracks activity to resulting productivity.
- **Convention Income Survey:** The method produced for quantifying the value of booked convention business used in the benchmarking analysis.
- **Convention Summary Reports:** Including actual room pick up and resulting economic impacts for the community.

Following the Monthly Marketing Report and the development of relevant productivity goals, Bureau management needs a quick way to analyze performance throughout the

year against each pre-determined goal. One method is through The Consolidated Marketing Analysis (CMA).

This one-page senior management report tracks all productivity categories, comparing the annual goal for each program against monthly and year-to-date results.

The (CMA) serves as a comprehensive management tool for the CEO in tracking and reviewing ongoing success of actual work against goals on a monthly and quarterly basis.

Measuring the Economic Impact of Miami Events and Festivals

Miami plays host to numerous popular events and the Bureau is often called upon for advice in determining the economic impacts of various events.

As a service to the industry, Bureau leadership may wish to recommend a standard, low cost, highly effective research tool for event impacts.

The International Events Association (IFEA), comprised of worldwide festival and event professionals dedicated to promotion and strengthening of the events industry, provides this service.

Their economic impact consultants provide comprehensive economic impact studies for events, including spending and tax impacts, demographic and local profiles of visitors, etc. The cost is an extremely low \$2,000.

V. Budget and Related Implications for Implementation

There are obvious budget and resource implications to designing and implementing strategies in support of the Strategic Work Plan and adopted goals. The variety of issues to consider include but are not limited to:

- Current GMCVB operating budget.
- Increases and/or reallocation of sales and promotional dollars.
- Diminution of traditional promotional efforts.
- Professional staff capacity/assignments.
- Private sector support.
- Public sector support.
- Specific programs, activities, services conducted by the GMCVB for or on behalf of its customers and constituents.
- Priority focus versus vertical and niche markets.

After consolidating and evaluating the varied input and priorities plus numerous observations and recommendations from the two independent performance audits, the strategic planning exercise, the Bureau's Executive Committee, and the draft template for an integrated Marketing Plan, the following points highlight projected costs related to implementing select initiatives.

1. Website:

There is resounding agreement that this initiative is a top priority. Bureau staff, the Executive Committee, and the consultants executing the audits and the strategic planning exercise all cite the need for and benefits of a re-engineered website. Briefly, the site improvements include providing dynamic one-to-one functionality, deep and current experiential content, from lifestyle-to-community specific, more revenue opportunities, enhanced online booking capability, in-depth data collection for consumer profiling, etc. There will also be additional staff resources needed to fully manage this process. As a follow-up to the audit and strategic planning process, staff obtained "best practices" options from the consulting firm representing the International Association of Convention & Visitors Bureaus (IACVB):

Estimated Costs:

Redesign	\$155,000 (Non Re-Occurring)
Management & Training	\$170,000
Expanded Web Marketing	\$300,000 - \$350,000

2. Public Relations/Media Relations:

Public Relations Program Expansion - due to advertising budget restrictions and the cost of general market advertising (both print and electronic media), the value of media placements continues to grow. A solid investment in an expanded Public Relations campaign would pay dividends in tourism dollars and related sales locally, regionally,

nationally and internationally. Plus, improved exposure to top government officials will enhance the Bureau's overall Community Relations efforts. The current GMCVB Media Relations Budget is approximately \$846,000 and includes a full-time professional staff of 4 media relations executives and 1 support staff (salary budget of \$320,000). The Division has a promotional budget of approximately \$527,000 including a domestic PR contract currently valued at \$85,000 and two contracts with firms in the United Kingdom (\$66,000) and Germany (\$56,000). The current contract for our domestic firm in New York is significantly under market value. Retaining a full-service PR firm has with it a significant budget implication.

Projected Cost to Support Major Expansion: \$500,000

3. Meetings & Convention Incentives:

In the face of increased competition for major city-wide conventions and special events, destinations and facilities are becoming increasingly creative and aggressive to create incentive funds/pools to attract bookings. Although the GMCVB currently has a modest pool and enjoys a strong partnership with both a City of Miami/Downtown Miami Hotel Task Force and a City of Miami Beach/Miami Beach Hotel Task Force, an expanded incentive pool may be required to remain competitive. Competitive incentives vary from actual cash contributions to waiver of rental and usage fees for meetings facilities.

Projected Cost for Expanded Incentive Pool: \$ 500,000 (Plus In-Kind Consideration)

4. Research:

All of the summary reports have advocated for the important role that research can play in targeting markets, defining *High-Value Customers*, designing and evaluating advertising and promotional messages, converting new customers, as well as calculating and evaluating performance and Return on Investment. A number of examples and options have been recommended for consideration. They include:

Advertising Testing	\$ 12,000 - \$15,000
Brand Awareness/Conversion Effectiveness	\$ 30,000
Additional Syndicated Research	\$ 50,000
Supporting Travel Agent and/ or Meeting Planner Research	\$ 25,000 - \$50,000

5. Way-Finding

A number of observations and research efforts have revealed the important service and branding roles that can benefit from a comprehensive community-wide way finding and signage program. Historically, the burden and responsibilities of designing and funding such programs rests with the public sector and is overlapping by jurisdiction be it federal, state or local highways or municipal governments or facilities. With a destination so diverse, geographically distinct, spread-out and welcoming of millions of international visitors annually, a comprehensive way finding program is critically needed.

Projected Costs: Without a comprehensive inventory and study of the existing and needed system, a cost cannot yet be projected. It is safe to say that a dedicated funding source and better coordination of public sector responsibilities would need to be identified beyond existing budgets.

VI. Stated Goals

In response to the coordination of two performance audits, a strategic planning exercise coordinated with outside consultants, priorities and objectives established by the Bureau's Executive Committee, and coordinated performance and accountability standards established by Bureau staff, a series of desired outcomes and specific goals should be established to provide a guide for future planning and strategic partnerships. As a blueprint for implementing a comprehensive Strategic Planning process, specific goals have been recommended and grouped in five (5) strategic areas:

- 1. Enhance the Destination's Tourism and Related Infrastructure and Continue to Develop and Expand Attraction Assets.**
 - A. Miami Beach Convention Center.
 - 1.A.1. The GMCVB should continue to support and advocate for the planned expansion of the Miami Beach Convention Center as well as provide collaborative input and assessment of the facility as possessing the latest and emerging state-of-the-art services/facilities designed to meet the needs of current and new customers.
 - 1.A.2. The GMCVB should continue to monitor industry trends, best practices as well as competitive challenges to provide and support incentives required in order to effectively compete for the solicitation of group meetings and conventions.
 - B. Other Meetings Facilities.
 - 1.B.1. The GMCVB should continue to support and advocate for the optimum use and promotion of other meetings venues within the community including earlier noted trends, best practices and competitive challenges.
 - C. Airport/Seaport Productivity.
 - 1.C.1. The GMCVB should continue to support strategic alliances with Miami International Airport and the Port of Miami designed to maximize the number of overnight visitors that can be generated from business activity including but not limited to route development.

D. Attractions

- 1.D.1 The GMCVB should take an active role in monitoring the competitiveness of its “attractions” assets and their relevance to the expectations of current or potential visitor profiles. This monitoring role should include all range of attractions including private facilities, public facilities/parks, performing arts and cultural facilities/museums, historic sites and districts and entertainment districts.

E. Beach Renourishment and Revitalization

- 1.E.1 As the current primary visitor attraction to the region, the maintenance, protection and optimum accessibility of the region’s beaches is of critical importance. In recognition of natural and man-made challenges adversely impacting this resource, the GMCVB should take an active role in working with local municipalities, county, state and federal agencies to ensure that a proper and coordinated plan is in place as well as the important roles private beachfront facilities including hotels can work closely to maintain and service this important visitor amenity.

F. Way Finding and Transportation

- 1.F.1. The GMCVB should encourage, advocate and support the development and expansion of a community-wide way-finding program fostering a collaborative effort between the public and private sector. Way-finding systems should include highway and street signage, location and on-premise signage, public and private transportation systems, key gateways and transfer points for the destination, as well as supporting collateral and promotional materials. Such materials should strive to strengthen and reinforce brand assets and brand identity. To support in the advocacy of such a system, a comprehensive review of the current systems and service levels in place should be conducted.
- 1.F.2. The GMCVB should encourage, advocate and support the development and expansion of Public/Private Transportation services that assist in serving visitor needs including the important coordination of visitor parking and accessibility to visitor attractions/services.
- 1.F.3. Concurrent with a review of current systems, a public/private partnership should be forged with stakeholders to design an optimum and efficient funding mechanism to support in the development of such systems and services.

2. Enhance the Visitor Experience

A. Service & Attitude.

- 2.A.1. The GMCVB should support and advocate for the creation and establishment of a collaborative “Service & Attitude” culture within the broadest possible scope of the hospitality industry ensuring that service levels and customer perceptions exceed leading industry standards. Specific strategies should include a comprehensive survey of current service levels and perceptions, a review of best practices and the use of current and expanded research methodologies to determine specific program recommendations.

B. Taxi Service.

- 2.B.1. The GMCVB should continue to take an active and supportive role in the ongoing commitment of ensuring the highest levels of taxi and for-hire service including operating standards, service & attitude, and distribution systems including maximizing the arrival and departure of visitors at Ft. Lauderdale/Hollywood International Airport.

C. Repeat Visitors.

- 2.C.1. The GMCVB should incorporate strategies in both research as well as service & attitude programs designed to support the maximum generation of repeat visitors to the destination.

3. Optimizing Sales & Marketing Activities Resulting in Maximum Performance and Results.

A. Leisure Sales & Marketing.

- 3.A.1. Design and implement a fully integrated Sales & Marketing Plan in support of this desired outcome while defining and targeting *High-Value Customers* that will optimize available resources.
- 3.A.2. Continue to grow domestic and international overnight visitors while maintaining optimum average daily room rates and occupancy performance for area hotels.
- 3.A.3. Continue to focus on growing summer and shoulder overnight visitation.

B. Convention Sales & Services.

- 3.B.1. Design and implement a convention sales and service strategy that targets the optimum conventions, meetings and events utilizing area Convention Centers as well as specific meetings venues in partner hotels. Strategy efforts will include targeting groups that can be attracted to take advantage of the variety and diversity of area hotels, meetings venues and destination products.
- 3.B.2. Expand current programs and strategies designed to stimulate and support generation of leads and bookings of shoulder and summer business. Such programs should incorporate emerging trends for non-traditional business, meetings and events.
- 3.B.3. Design and implement a comprehensive Convention Services Plan that provides optimum service and coordination to meet the needs of meeting planners, delegates and vendors resulting in the achievement of desired service levels and fostering repeat bookings.

C. Research.

- 3.C.1. Expand upon current research methods (intercept surveys) to validate and further define and profile visitors and potential visitors including additional syndicated research and focus groups.
- 3.C.2. Develop research models that help define and delineate *High-Value Customers* including areas of interest, visitor expectations, seasonal travel patterns, party size and composition, related activities and competitive destinations.
- 3.C.3. Develop research models that further identify current “non-visitors” to the destination including qualitative analysis of perceptions and interests in decision-making for vacation and travel planning and to assist in the development and distribution of motivational messages.
- 3.C.4. Develop research models that test and evaluate the effectiveness of current and proposed GMCVB advertising strategies including targeted niche market segments. Methodologies should include conversion studies as well as pre- and post-promise testing.
- 3.C.5. Develop GMCVB website capabilities and menus and page-view options to assist in developing “profiles” of visitors, both in terms of quantitative traffic to and within the site and qualitative interests of users.

D. Funding.

- 3.D.1. Strengthen interlocal partnerships and maximize prioritization, use and leverage of tax dollars in support of destination sales and marketing including but not limited to funding of GMCVB efforts.
- 3.D.2. Building upon the current success of the GMCVB's Membership Program and utilizing best practices from other comparable or applicable organizations, evaluate the current dues and services structure identifying opportunities to increase member participation and investment.
- 3.D.3. Develop and implement a comprehensive "sponsorship" program designed to generate private investment/sponsorship opportunities including but not limited to special events including title sponsorships, collateral and promotional materials, website promotion and exposure as well as leveraged advertising opportunities.
- 3.D.4. Develop appropriate in-kind formulas to maximize partner investment and support.
- 3.D.5. Develop a grant-seeking and foundation solicitation program with the optimum goal of linking grant-giving organizations (both private and public) with programs and activities in support of the overall mission of GMCVB and/or industry partners. Consideration should be given to leveraging grant-seeking efforts with partners in the public sector.
- 3.D.6. Expand current cooperative advertising programs and solicitation efforts to optimize investment and leveraged opportunities for cooperative partners (including public and private sectors).

E. Marketing.

- 3.E.1. Based on the findings and recommendations outlined in Section II and current and expanded research capabilities and methodologies outlined in Section VI – 3 (Research), produce a Market Assessment that will assist in identification and targeting of *High-Value Customers* for sales and marketing efforts.
- 3.E.2. Design and adopt a fully integrated marketing plan for all sales and marketing initiatives as part of the upcoming FY 04/05 budgeting and planning cycle incorporating the findings and recommendations outlined in Section III as well as the findings of the Market Assessment.

3.E.3. Continue evolution and expansion of “cosmopolitan/tropical” themes for the destination’s Miami brand while expanding opportunities to take advantage of strong brand attributes of the variety and diversity of Miami’s “neighborhoods” and sub-brands. Utilize fulfillment tools to educate customers and potential customers to tell the complete “Miami” story while ensuring brand integrity and consistency, not only advertising but supporting brand elements in visitor guides, website, special collateral materials, sales and promotional materials and media relations efforts.

3.E.4. Utilize expanded research methodologies to test and pre-test brand strategies and motivational messages.

F. Internet/Website Marketing.

3.F.1. Continue the expansion and evolution of the GMCVB website including incorporating the findings and recommendations outlined in Section II. End goals of this initiative included but are not limited to:

- Search Engine Optimization.
- Strategic Listings and Linkings.
- Direct email promotions to drive year round and seasonal business.
- Niche Programming (Gay & Lesbian, Boutique, Heritage, Adventure Travel, as well as activities/customer needs i.e. Golf, Spa, Dining, Special Events, Nightlife, etc.).
- Affinity and Cross-Marketing Campaigns.
- Expanded Media Placement Strategy.
- On-Line Public Relations.
- Supporting strategies for Brand Imaging and Sub-Brand Diversity.
- On-Line Research.
- E-Commerce Options/Opportunities.

3.F.2. Expand “interactive” components resulting in a change from an informational channel to a deliverable product for the consumer/visitor.

G. Professional Staff.

3.G.1. Utilize International Association of Convention & Visitors Bureau standards as well as best practices of other unique criteria identified as impacting the local industry, review and evaluate current GMCVB personnel policies (including compensation and staff development) that ensure maximum staff professionalism and performance.

4. Position GMCVB as “True Stewards” and the “Voice” for the Visitor Industry.

A. Community Relations.

4.A.1. The GMCVB should design, adopt and implement a comprehensive Community Relations Program incorporating the findings and recommendations outlined in Section II, as well as continuing to promote the impact and importance of the Visitor Industry and its partners. The GMCVB should continue to be a forum for the Visitor Industry including taking a leadership position on issues of importance to the industry and its partners. The comprehensive community relations plan should also incorporate newly developed Return on Investment methodologies. Such a program should incorporate strategies that target:

- Local Visitor Industry including Strategic Alliance Partners.
- Miami-Dade County Residents.
- Public Sector and Interlocal Partners.
- Other Community Based Service Organizations.
- Local Education and Hospitality Training Institutions.
- Opportunities to collaborate on a Regional, State and National Level.

B. Governance.

4.B.1. Executive Committee, Board of Directors and Standing Committees should be representative and foster interaction with the key sectors of the visitor industry and the community while providing for an efficient and responsible oversight of GMCVB operations and direction. Utilizing International Association of Convention & Visitors Bureau standards as well as best practices of other uniquely diverse governing bodies, review and evaluate current GMCVB by-laws and nominating committee procedures designed to foster optimum representation of industry and community stakeholders while resulting in a governing structure that is manageable and efficient including necessary checks and balances that protect the interests of the stakeholders and the mission of the organization.

5. **Establish Measurement Criteria for each element of the Strategic Plan (Both within the GMCVB and the community) including clearly defined leadership roles, time-lines, funding requirements.**
 - A. Timelines for Implementation.
 - 5.A.1. It is recommended that such criteria be designated as Short-Term, Mid-Term or Long-Term Steps.
 - B. Return on Investment Criteria.
 - 5.B.1. Establish Return on Investment criteria and monitoring systems that supervise results and the impact of each of the Bureau's programs including a specific emphasis on defining *High-Value Customers* including Convention and Leisure Sales, Marketing & Tourism including Advertising, Research, Publishing, Internet and Web Marketing, Media Relations, Membership and specific niche programming.
 - 5.B.2. Return on Investment Criteria should be established to:
 - Evaluate programs for their effectiveness based on established performance goals.
 - Establish a "Value Position" formula for the return on community resources invested and leveraged with the Bureau and other partners.

Implementation Phasing

Goal #1 - Enhance the Destination's Tourism and Related Infrastructure and Continue to Develop and Expand Attraction Assets

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB City of Miami Beach SMG Miami-Dade County	A. Miami Beach Convention Center 1.A.1. Continue to support and advocate for the planned expansion of the Miami Beach Convention Center as well as providing collaborative input and assessment of the facility as possessing the latest and emerging state-of-the-art services/facilities.	<ul style="list-style-type: none"> Secure Funding Finalize Design Plan Assess Facility Competitiveness/ Needs 		
GMCVB City of Miami Beach SMG Miami-Dade County City of Miami GMCVB Member Hotels	A. Miami Beach Convention Center 1.A.2. Continue to monitor industry trends, best practices as well as competitive challenges to provide and support incentives required in order to effectively compete.	<ul style="list-style-type: none"> Assess Industry Trends/Needs Develop Appropriate Incentive Packages Develop Criteria to Monitor Effectiveness 		
GMCVB City of Miami Beach SMG Miami-Dade County City of Miami GMCVB Member Hotels	B. Other Meetings Facilities 1.B.1. Continue to support and advocate for the optimum use and promotion of other meetings venues within the community.	<ul style="list-style-type: none"> Assess Industry Trends/Needs Assess Facility Competitiveness/ Needs Profile & Target "High Value" Customers 		
GMCVB Miami-Dade County Miami International Airport Port of Miami Miami Airline Carriers GMCVB Member Cruise Lines GMCVB Member Hotels	C. Airport/Seaport Productivity 1.C.1. Continue to support strategic alliances with Miami International Airport and the Port of Miami designed to maximize the number of overnight visitors generated.	<ul style="list-style-type: none"> Assess Industry Trends/Needs Solidify Strategic Alliance Partners Develop & Implement Integrated Sales & Customer Service Marketing Plans Involving All Partners 		
GMCVB Attractions Alliance	D. Attractions 1.D.1 Take an active role in monitoring the competitiveness of "attractions" assets and their relevance to the expectations of current or potential visitor profiles.	<ul style="list-style-type: none"> Conduct Assessment of Current "Attractions Package" (SWOT) Profile & Target "High Value" Customers 		

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Implementation Phasing

Goal #1 - Enhance the Destination's Tourism and Related Infrastructure and Continue to Develop and Expand Attraction Assets

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
Miami-Dade County State of Florida Coastal Communities Beachfront Properties GMCVB	E. Beach Renourishment and Revitalization 1.E.1 Ensure the maintenance, protection and optimum accessibility of the region's beaches by working with local municipalities, County, State and Federal agencies to ensure that a proper and coordinated plan is in place.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Review/Assess Current Plan Establish Consensus on Next Steps 		
Miami-Dade County State of Florida DOT Local Municipalities GMCVB	F. Way Finding and Transportation 1.F.1. Encourage, advocate and support the development and expansion of a community-wide way-finding program.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Review/Assess Current System(s) including Signage and Collateral Materials Establish Consensus on Next Steps 		
Miami-Dade County State of Florida DOT Local Municipalities GMCVB Private Transportation	F. Way Finding and Transportation 1.F.2. Encourage, advocate and support the development and expansion of Public/Private Transportation services that assist in serving visitor needs.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Concurrent with 1.F.1, Review/Assess Current System/Services Establish Consensus On Next Steps 		
Miami-Dade County State of Florida DOT Local Municipalities	F. Way Finding and Transportation 1.F.3. Forge a public/private partnership with stakeholders to design an optimum and efficient funding mechanism to support transportation systems and services.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Identify Funding Source Based on Findings/ Recommendations of 1.F.1. & 1.F.2 Develop Overall Funding Requirements 		

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Implementation Phasing

Goal #2 - Enhance the Visitor Experience

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB GMCVB Member Hotels Related Hospitality Industry Associations	A. Service & Attitude 2.A.1. Support and advocate for the creation and establishment of a collaborate "Service & Attitude" culture within the broadest possible scope of the hospitality industry ensuring that service levels and customer perceptions exceed leading industry standards.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Survey/Evaluate Current Service Levels/Needs Identify/Review "Best Practices" Collaborate with Stakeholders to Develop Action Plan for Next Steps 		
Miami-Dade County GMCVB Taxi & For Hire Vendors GMCVB Member Hotels Miami International Airport Port of Miami Greater Ft. Lauderdale CVB Ft. Lauderdale/Hollywood International Airport	B. Taxi Service 2.B.1. Continue to take a active and supportive role in the ongoing commitment of ensuring the highest levels of Taxi and for-hire service including operating standards, service & attitude and distribution systems including maximizing the arrival and departure of visitors at Ft. Lauderdale/Hollywood International Airport.	<ul style="list-style-type: none"> Establish/Strengthen "Coalition" Survey/Evaluate Current Service Levels/Needs Identify/Review "Best Practices" Collaborate with Stakeholders to Develop Action Plan for Next Steps 		
GMCVB GMCVB Members Miami International Airport Port of Miami	C. Repeat Visitors 2.C.1. Incorporate strategies in both research as well as service & attitude programs designed to support the maximum generation of "repeat visitors" to the destination.	<ul style="list-style-type: none"> Develop/Implement Research Methodologies to Establish/Expand "Repeat Visitor" Profile Including Strengths, Weakness, Opportunities & Threats. Evaluate Funding and Develop Recommendations to Support Program to Target & Attract "Repeat Visitor" 		

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Implementation Phasing

Goal #3 - Optimize Sales Marketing Activities Resulting in Maximum Performance and Results

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	<p>A. Leisure Sales & Marketing</p> <p>3.A.1. Design and implement a fully- integrated Sales & Marketing Plan in support of this desired outcome while defining and targeting High Value Customers that will optimize available resources.</p>	<ul style="list-style-type: none"> Design Plan for FY 04-05 in conjunction with Development of Program of Work Utilizing Template Outlined in SP Section III. 		
GMCVB Industry Stakeholders	<p>A. Leisure Sales & Marketing</p> <p>3.A.2. Continue to grow domestic and international overnight visitors while maintaining optimum average daily room rates and occupancy performance for area hotels.</p>	<ul style="list-style-type: none"> Incorporate Specific Strategies in Fully-Integrated Marketing Plan & Program of Work Monitor Results 		
GMCVB Industry Stakeholders	<p>A. Leisure Sales & Marketing</p> <p>3.A.3. Continue to focus on growing summer and shoulder overnight visitation.</p>	<ul style="list-style-type: none"> Incorporate Specific Strategies in Fully-Integrated Marketing Plan & Program of Work Monitor Results 		
GMCVB City of Miami Beach SMG City of Miami	<p>B. Convention Sales & Services</p> <p>3.B.1. Design and implement a convention sales and service strategy that targets the optimum conventions, meetings and events utilizing area Convention Centers as well as specific meetings venues in partner hotels.</p>	<ul style="list-style-type: none"> Incorporate Specific Strategies in Fully-Integrated Sales & Marketing Plan & Program of Work 		
GMCVB Industry Stakeholders City of Miami	<p>B. Convention Sales & Services</p> <p>3.B.2. Expand current programs and strategies designed to stimulate and support generation of leads and bookings of shoulder and summer business.</p>	<ul style="list-style-type: none"> Incorporate Specific Strategies in Fully-Integrated Sales & Marketing Plan & Program of Work 		
GMCVB	<p>B. Convention Sales & Services</p> <p>3.B.3. Design and implement a comprehensive Convention Services Plan that provides optimum service and coordination to meet the needs of meeting planners, delegates and vendors.</p>	<ul style="list-style-type: none"> Incorporate Specific Strategies in Fully-Integrated Sales & Marketing Plan & Program of Work 		

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Implementation Phasing

Goal #3 - Optimize Sales Marketing Activities Resulting in Maximum Performance and Results

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	<p>C. Research</p> <p>3.C.1. Expand upon current research methods (intercept surveys) to validate and further define and profile visitors and potential visitors.</p>	<ul style="list-style-type: none"> Evaluate Current Research Models Design Additional Research Methodologies Implement Program Monitor & Evaluate Results 		
GMCVB	<p>C. Research</p> <p>3.C.2. Develop research models that help define and delineate High Value Customers including areas of interest, visitor expectations, seasonal travel patterns, party size and composition, related activities and competitive destination.</p>	<ul style="list-style-type: none"> Identify, Revised, Expanded and/or New Research Methodologies in support of Strategy Incorporate Current & New Research Models in FY 04-05 Program of Work 		
GMCVB	<p>C. Research</p> <p>3.C.3. Develop research models that further identify current "non-visitors" to the destination.</p>	<ul style="list-style-type: none"> Identify Expanded and/or New Research Methodologies Incorporate Current & New Research Models in FY 04-05 Program of Work 		
GMCVB	<p>C. Research</p> <p>3.C.4. Develop research models that test and evaluate the effectiveness of current and proposed GMCVB advertising strategies including targeted niche markets segments.</p>	<ul style="list-style-type: none"> Identify & Implement Current, Expanded and/or New Research Methodologies Incorporate Current & New Research Models in FY 04-05 Program of Work 		
GMCVB On-Line Partners	<p>C. Research</p> <p>3.C.5. Develop GMCVB website capabilities and menus and page-view options to assist in developing "profiles" of visitors both in terms of quantitative traffic to and within the site and qualitative interests of users.</p>	<ul style="list-style-type: none"> Design and Implement Capabilities As Part of New Website Expansion & Redesign 		
GMCVB Interlocal Partners Industry Stakeholders	<p>D. Funding</p> <p>3.D.1. Strengthen interlocal partnerships and maximize prioritization, use and leverage of tax dollars in support of destination sales and marketing.</p>	<ul style="list-style-type: none"> Identify & Strengthen Coalition Develop Process for Establishing Prioritization and Leveraging of Resources 		

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Implementation Phasing

Goal #3 - Optimize Sales Marketing Activities Resulting in Maximum Performance and Results

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	D. Funding 3.D.2. Evaluate the current Membership dues and services structure identifying opportunities to increase member participation and investment.	<ul style="list-style-type: none"> Design & Implement Assessment Research & Identify "Best Practices" Develop Recommendations for Next Steps 		
GMCVB	D. Funding 3.D.3. Develop and implement a comprehensive "sponsorship" program designed to generate private investment/ sponsorship opportunities.	<ul style="list-style-type: none"> Research & Identify "Best Practices" Identify & Prioritize "Menu" of Opportunity Identify & Recruit Cooperative Partners Design & Implement Comprehensive Plan 		
GMCVB	D. Funding 3.D.4. Develop appropriate in-kind formulas to maximize partner investment and support.	<ul style="list-style-type: none"> Research & Identify "Best Practices" Identify Opportunities to Expand Current "In Kind" Sources Identify New "In Kind" Source 		
GMCVB	D. Funding 3.D.5. Develop a grant-seeking and foundation solicitation program.	<ul style="list-style-type: none"> Research & Identify "Best Practices" Identify & Recruit Cooperative Partners 		
GMCVB	D. Funding 3.D.6. Expand current cooperative advertising programs and solicitation efforts to optimize investment and leveraged opportunities for cooperative partners.	<ul style="list-style-type: none"> Evaluate Current Programs & "Cooperative Menu" Research & Identify "Best Practices" Develop & Implement Expanded Program Offerings 		
GMCVB	E. Marketing 3.E.1. Produce a Market Assessment that will assist identification and targeting of High Value Customers for sales and marketing efforts.	<ul style="list-style-type: none"> Evaluate Current Research Methodologies & Finding Identify & Incorporate Additional Methodologies Produce Assessment 		

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Implementation Phasing

Goal #3 - Optimize Sales Marketing Activities Resulting in Maximum Performance and Results

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	E. Marketing 3.E.2. Design and adopt a fully-integrated marketing plan for all sales and marketing initiatives as part of the upcoming FY 04/05 budgeting and planning cycle.	<ul style="list-style-type: none"> Develop Plan (Using Template in SP Section III) as Part of FY 04-05 Program of Work 		
GMCVB	E. Marketing 3.E.3. Continue evolution and expansion of "cosmopolitan/tropical" themes for the destination's Miami brand while expanding opportunities to take advantage of strong brand attributes of the variety and diversity of Miami's "neighborhoods" and sub-brands.	<ul style="list-style-type: none"> Design & Incorporate Supporting Strategies as part of FY 04-05 Program of Work Integrate "Theme" Strategy Throughout All Supporting Programs Including Advertising, Publishing and Website 		
GMCVB	F. Internet/Website Marketing 3.F.1. Continue the expansion and evolution of the GMCVB website.	<ul style="list-style-type: none"> Assess Current Website & Internet Marketing Strategies Based on Findings – Design & Implement Comprehensive Program 		
GMCVB	F. Internet/Website Marketing 3.F.2. Expanding "interactive" components resulting in a change from an informational channel to a deliverable product for the consumer/visitor.	<ul style="list-style-type: none"> Incorporate Specific Strategy into Overall Assessment & Expanded Program 		
GMCVB	G. Professional Staff 3.G.1. Review and evaluate current GMCVB personnel policies (including compensation and staff development) that ensure maximum staff professionalism and performance.	<ul style="list-style-type: none"> Conduct Assessment Based on Findings, Recommend Next Steps 		

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Implementation Phasing

Goal #4 - Position GMCVB as “True Stewards” and “Voice” for Visitor Industry

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	<p>A. Community Relations</p> <p>4.A.1 Design, adopt and implement a comprehensive Community Relations Program as well as continuing to promote the impact and importance of the Visitor Industry and its partners.</p>	<ul style="list-style-type: none"> Identify & Recruit “Strategic” Partners Design Program and Incorporate in FY 04-05 Program of Work 		
GMCVB	<p>B. Governance</p> <p>4.B.1 Ensure that GMCVB Executive Committee, Board of Directors and Standing Committees are representative and foster interaction with the key sectors of the visitor industry and the community while providing for an efficient and responsible oversight of GMCVB operations and direction.</p>	<ul style="list-style-type: none"> Review IACVB Standards & “Best Practices” Assess Current Structure 		

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Implementation Phasing

Goal #5 - Establish Measurement Criteria for each element of the Strategic Plan (both within GMCVB and the community) including clearly defined leadership roles, timelines, funding requirements

Responsible Parties	Strategy	Short-Term Steps	Mid-Term Steps	Long-Term Steps
GMCVB	<p>A. Establish timelines for Implementation</p> <p>5.A.1. Develop and periodically monitor Short-Term strategies leading to Mid-Term and Long-Term Strategies.</p>	<ul style="list-style-type: none"> Develop & Adopt Short-Term Steps & Monitoring Methodologies Based on Findings, Establish Time-Line & Work-Plan for the Identification of Mid-Term Steps 		
GMCVB	<p>B. Return on Investment Criteria</p> <p>5.B.1. Establish Return on Investment criteria and monitoring systems that supervise results and the impact of each of the Bureau's Programs.</p>	<ul style="list-style-type: none"> Design & Implement Systems Based on Findings Outlined in SP Section IV. 		
GMCVB	<p>B. Return on Investment Criteria</p> <p>5.B.2. Evaluate programs for their effectiveness based on established performance goals.</p>	<ul style="list-style-type: none"> Based on Findings and Performance, Establish a "Value Position" for Return on Community and Bureau Resources. 		


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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR AND COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER 

DATE: July 16, 2004

RE: For Your Information-Provided by the Performing Arts Center Trust

Attached please find the minutes of the June 14, 2004 PACT Board Meeting. I have also included the agenda for the meeting on July 20, 2004.

MB/lw

RECEIVED
2004 JUL 16 AM 10:39
CITY MANAGERS OFFICE
BY _____

Agenda Item B1
Date 7-28-04

Minutes of the Board
Performing Arts Center Trust
June 14, 2004
TEMPLE ISRAEL of GREATER MIAMI
137 NORTHEAST 19TH STREET
THE KAHN ROOM
8:30 AM

IN ATTENDANCE:

Matilde Aguirre
Stanley Arkin
J. Ricky Arriola
Sonia Burini
Stuart Blumberg
Roger Carlton
Bruce Davidson
T. Willard Fair
Ruth Greenfield
Matti Herrera-Bower
James Herron
Betsy Kaplan
I. Stanley Levine
Robert Ingram
Elizabeth Ruth Johnston
Susie Krajsa
Juan Loumiet
Antonio Roca
Mario Ernesto Sanchez
Richard Shack
Parker Thomson
Penny Thurer
Judy Weiser
David Wilson

PACT:

Michael Hardy
Yadira Boada
Etain Connor
Gail Eaton
Elaiza Irizarry
Judy Litt
Mara Luzzo
Justin Macdonnell
Adriana Perez
Teresa Randolph
Katy Richardson
Valerie Riles Robinson

ABSENT:

Nancy Liebman
Florene Litthcut
Denise Mincey-Mills
Jay Pons
Rosa Sugrañes
Carole Ann Taylor
Marco Rubio
Velia Yedra
Cindi Zilber

PACMO:

Gail Thompson
Ola Aluko
Mercedes Sosa
Willie Peña
Jodi Scott
Terea Hebert

OTHERS IN ATTENDANCE:

George Burgess, County Manager
Roberto Espejo, Cesar Pelli & Associates
Lou Falzarano, IATSE
Nancy Herstand, Performing Arts Center Foundation
Bill Johnson, Assistant County Manager, Miami-Dade County
Catherine Lackner, Wragg & Casas
Steven Pollock, Office of the Inspector General
Michael Spring, Department of Cultural Affairs
Randy Volenec, Cesar Pelli & Associates
Fred Tasker, Miami Herald Publishing Co.
Gilbert Cabrera, Office of Commissioner Carey-Shuler
Doug Tober, Miami Beach Convention Center
Tim Ackert, URS
Tom Coll, IATSE
Judy Drucker, Concert Association of Florida
Adrienne Arsht, Total Bank

1 Performing Arts Center Trust Chairman, Parker Thomson, called the meeting to order.

2
3 **Request for Excused Absences**

4 Teresa Randolph requested retroactive excused absences for the May 18, 2004, meeting for Carole Ann
5 Taylor due to illness. Excused absences were also requested for the June 14, 2004, meeting for Carole
6 Ann Taylor, Denise Mincey-Mills and Nancy Liebman; all are out of town. A motion to accept the
7 excused absences was made by Stu Blumberg and seconded by Richard Shack. The motion passed
8 unanimously. The Chairman instructed Ms. Randolph to remind absent Board members of the three
9 consecutive unexcused absences rule.

10
11 **Approval of Minutes**

12 Michael Hardy stated that minutes distributed to the Board at this meeting differed from the minutes they
13 received in the mail. Items are now listed in chronological order as opposed to subject order.

14
15 A motion to approve the modified minutes of the May 18, 2004, Board meeting was made by Stanley
16 Arkin and seconded by James Herron. The motion passed unanimously.

17
18 Parker Thomson introduced Miami-Dade County Manager, George Burgess, who updated the Board on
19 the latest negotiations between the County, PACB and CP&A. Mr. Burgess stated that many of the
20 problems currently being faced were created by a series of poor decisions made in the past. Because of
21 the complexity of the project, the County tried to protect itself from risk and ensure that the project would
22 be completed for a fixed price by a certain date. This decision created many of the existing problems.
23 Focusing on the construction issues, Mr. Burgess announced that Ron Austin will be assigned to oversee
24 day-to-day operations for the project. Mr. Austin has been hired because of his experience in
25 successfully completing performing arts center construction projects and his positive relationship with
26 Cesar Pelli and Associates and the Contractor. The County Manager also stated that a date of
27 completion for the project must be agreed upon in order to determine the project cost.

28
29 Regarding termination, Mr. Burgess stated that in the event of termination, both the Contractor and the
30 Architect would be terminated. Termination remains an option until all negotiations are complete. At this
31 time however, the County considers that option as the last resort. Mr. Burgess acknowledged receiving
32 the resolutions sent by the PACT Board, urging him to complete negotiations with PACB and CPA by
33 June 1, 2004. The County recognizes that other issues (operational, FF&E, etc.), must also be
34 addressed. A total and integrated solution of all construction and operational concerns should be forged
35 in time for presentation to the Board of County Commissioners by June 22, 2004.

36
37 Several Board members raised questions as to the ability of the County to ensure completion of the
38 project by May 2006. Bill Johnson, Assistant County Manager, explained that at the advice of the County
39 attorneys, the County has changed from an "at risk" contract with a guaranteed maximum price, to a
40 contract that assumes total responsibility, exposure and liability. Mr. Johnson added that there are
41 financial incentives for both the architect and the contractor to meet the completion date of May 2006.
42 Every month the project is completed earlier than May 2006, there will be about \$1.1 to \$1.2 million in
43 savings. The County Manager will recommend to the Commission to share the savings between the
44 architect, the contractor and the County proportionally.

45
46 The Chairman of the Board thanked the County Manager for his strong personal commitment to the
47 project, and pointed out that 17 of the Board members were appointed to this Board by County
48 Commissioners and would be prepared to assist in any capacity, if needed.

49
50 Parker Thomson introduced Woody Weiser and Adrienne Arsht, members of the Foundation Board, and
51 said that in an effort to make everyone part of the same team, henceforth, both would be invited to all
52 Trust Board meetings. Mr. Thomson will serve as an ex-officio member of the Foundation's Executive
53 Committee and Board.

1 **President's Report**

2 Michael Hardy asked if all members of the Board had received the Status Report to the Community,
3 which was mailed to them. A draft of the report was prepared approximately a month and a half ago,
4 shared with the County Manager's office, and completed and released a week and a half ago. The
5 report summarizes the project in a holistic manner, addressing both the construction and the operational
6 needs. Dr. Hardy opened up a question/answer period for the Board. No questions were posed.
7

8 **Finance Committee**

9 David Wilson thanked Matilde Aguirre, Bruce Davidson, Alan Bernstein and John Messer for their
10 assistance with preparing the pre-opening, post-opening and FF&E issues section of the Status Report.
11 He informed the group that CFO interviews were taking place this month, and concluded his report by
12 stating that rights to the photographs of the two halls have also been obtained.
13

14 Parker Thomson thanked Bruce Davidson for his continued commitment. Alan Bernstein was also
15 recognized for his assistance and support.
16

17 **Construction Committee**

18 Stanley Arkin reported that major milestones have been reached with stone installation proceeding on
19 the west side of the Ballet Opera House. Of the deficiencies reported only 237 minor deficiencies
20 remain, the major ones having been resolved. The remediation of steel, concrete and the curtain wall in
21 the Concert Hall has been achieved. Change orders and schedule status were deferred due to the
22 County's ongoing negotiations.
23

24 Parker Thomson asked Roger Carlton and Ricky Arriola, Co-chairs of the Parking Task Force to report
25 on the current status of their committee. Ricky Arriola informed the Board that a task force meeting took
26 place the previous week. The task force includes representatives from the Miami-Dade County School
27 Board, the Downtown Development Authority, Miami-Dade County, Miami International University of Art
28 & Design, the Parking Authority and the City of Miami Community Redevelopment Agency. Members
29 discussed parking challenges and creative solutions to address them. Two parcels of land west of the
30 Ballet Opera House have been identified as the most viable parking solution. Roger Carlton added that
31 an agenda item relating to area parking and the Urban Land Institute (ULI) report will be on the June 16,
32 2004, School Board meeting. The item recommends the acceptance of the ULI report and the
33 establishing of a School Board committee to address parking concerns in the vicinity. The goal of the
34 PACT Task Force is to facilitate the availability of approximately 1500 parking spaces by May 2006.
35

36 Meeting adjourned.
37
38

39 Reported by

40
41 Yadira E. Boada
42 Administrative Assistant
43 to the President/CEO

AGENDA

**PACT BOARD MEETING
Tuesday, July 20, 2004
Temple Israel
137 Northeast 19 Street
8:30 AM**


- I. Request for Excused Absences
- II. Approval of Minutes
- III. President's Report, Michael C. Hardy, PACT President and CEO
- IV. PACT Committee Reports
 - A. Executive Committee
 - B. Urban Development Committee
 - 1) Parking Task Force
 - C. Construction Committee
 - 1) Inspector General's Report
- V. Reports
 - A. Department of Cultural Affairs
 - B. PACT Board Members
- VI. Other Business



CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: MAYOR AND COMMISSIONERS

CC: JORGE GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER 

DATE: July 22, 2004

RE: For Your Information-Provided by the Bay Link Advisory Committee

Attached please find the minutes of the June 23, 2004 BLAC Meeting. I have also included the agenda for the meeting on July 21, 2004.

MB/lw

RECEIVED
2004 JUL 22 PM 4:39
CITY MANAGER'S OFFICE
BY _____

Agenda Item B2
Date 7-28-04



MINUTES OF MEETING

MEETING DATE: Wednesday, June 23, 2004
MEETING TIME: 5:00 pm
MEETING PLACE: Miami Outboard Club
1099 MacArthur Causeway
PREPARED BY: Matthew Monica
PURPOSE OF MEETING: Bay Link Advisory Committee
MATERIALS PROVIDED: Display boards, PowerPoint handout, FAQs

Committee Attendees:

Stephen Nostrand, BLAC Chairperson
Bruno Barreiro, M-D Commissioner, District 5
Matti Bower, COMB Commissioner
Mary Conway, COM Transportation Director
Luis Garcia Jr., COMB Commissioner
Jean-Francois Lejeune, COMB Planning Board
Rolando Montoya, President Miami Dade College, Wolfson Campus
Arthur Teele Jr., COM Commissioner
Johnny Winton, COM Commissioner

Carmen Morris, Carmen Morris & Associates
Jayne Pietrowski, Parsons Brinckerhoff Quade & Douglas
Tyler Schwartz, MPO
John Wyatt, Parsons Brinckerhoff Quade & Douglas

Other Attendees:

Ruby Adams, Miami Dade Transit
Chelsa Arscott, COM
Erika Brigham, South Beach
Alice Bravo, FDOT
Jeremy Earle, Kimley-Horn
Lilia Medina, COM
Dan Outerbridge, Flamingo Park
Randall Robinson, A.R.T.
Michelle Simmons, Miami Dade Transit
Bob Weinreb, COM

Project Technical Team:

Aviva Baer, Kommunikatz
Sharon Becca, Parsons Brinckerhoff Quade & Douglas
Wilson Fernandez, MPO Project Manager
Ric Katz, Kommunikatz
Matthew Monica, Kommunikatz

1.0 Welcome

Communicatz Deputy Project Manager Aviva Baer called the meeting to order at 5:20 pm. She then asked members of the Bay Link Advisory Committee (BLAC) to introduce themselves. Baer said that Miami-Dade County Surface Transportation Manager Carlos Bonzon and FDOT District 6 Director of Production Javier Rodriguez were also members of the committee but were unable to attend the meeting. Baer said the BLAC membership consisted of one appointment each from the Florida Department of Transportation, County Commission District 5 and the County Manager, and four appointments each from the cities of Miami and Miami Beach, for a total of 11. Baer also told the committee that the meeting had been publicly noticed and the BLAC and its members would operate in

accordance with regulations governing the Sunshine Laws. She then introduced the Bay Link Project technical team to the BLAC members.

2.0 Meeting Objectives – Aviva Baer

a. Election of Chairperson

Baer opened the floor to nominations for the BLAC Chairperson. Miami Commissioner Johnny Winton nominated Miami Dade College Wolfson Campus President Rolando Montoya. Miami Beach Commissioner Luis Garcia nominated Miami Beach Transportation & Parking Committee Chairman Steven Nostrand. Montoya declined the nomination so Nostrand was elected chairman by acclamation.

b. Purpose of Committee

Baer said the committee's purpose is to offer input to the technical team regarding the current phase of the Bay Link study, including reviewing the definition of the Locally Preferred Alternative (LPA), providing comments on station locations and station design, and discussing project funding issues. She said there would be no vote by the committee but the results of its deliberations would be presented to the MPO on July 29, 2004. She then introduced Miami-Dade County Metropolitan Planning Organization Project Manager Wilson Fernandez.

3.0 Project History Overview – Wilson Fernandez

Fernandez gave a brief overview of the project starting with the inception of the East-West Corridor Study twelve years ago. He said the Bay Link Study has entered Phase 2, the focus of which is to refine the Locally Preferred Alternative (LPA) definition and to submit a request to the Federal Transit Administration (FTA) to allow the Bay Link Study to enter into Preliminary Engineering and preparation of a Final Environmental Impact Statement (PE/FEIS). The refinement of the LPA will include a refinement of the alignment and station locations, operational cost, capital costs and ridership forecasts. The PE/FEIS application is the first major milestone the FTA requires for a project to be evaluated prior to entering into a full-funding grant agreement with the federal government. Fernandez said the goal is to finish the packet for FTA submittal by August of this year. He emphasized that the BLAC's input is invaluable towards completing the package.

4.0 Review of Phase 2 Public Involvement – Aviva Baer

Baer explained the public involvement program currently underway for Phase 2 of Bay Link. She said the program includes two *BLAC* meetings, six *Station Area Planning* meetings in Miami, nine *Station Area Planning* meetings in Miami Beach, two *Form and Fit* technical meetings with City of Miami staff, two *Form and Fit* technical meetings with City of Miami Beach staff, and presentations to various board and committee meetings. If each of the cities requests it, there will be an informal presentation to their respective commissions. All this will culminate with a presentation to the Miami-Dade County Metropolitan Planning Organization Board on July 29, 2004.

5.0 Review of Bay Link Alignment and Station Location – John Wyatt & Sharon Becca

Baer said during this first BLAC meeting the project technical team would review the Bay Link Locally Preferred Alternative, including station locations, by segment. This would be follow the study's division of station locations into seven segments. She said after each segment is reviewed, Chairman Nostrand would guide the committee's comments to a consensus for the project technical team to evaluate. Baer introduced Parsons Brinkerhoff Quade & Douglas Engineering Manager John Wyatt who reviewed the LPA with the committee.

Pointing to the LPA map, Wyatt explained that the Miami streetcar system would have bidirectional routes through most of downtown Miami. He showed how the Bay Link team has coordinated with the City of Miami's streetcar project so that alignment can be integrated into the Bay Link alignment in the future. The alignment on MacArthur Causeway will be in a newly constructed dedicated lane built on the south side of the causeway. He showed the two proposed stations on the MacArthur Causeway at Watson Island and Terminal Island. Wyatt said Miami Beach will have a regional connector coming over on the MacArthur Causeway which moves counterclockwise within the city, and a local circulator moving clockwise that stays entirely on Miami Beach.

Wyatt introduced Parsons Brinkerhoff Quade & Douglas Senior Environmental Planner Sharon Becca. She said there were 29 proposed stations and at the beginning of Phase 2 they were grouped to make the *Station Area Planning* meetings more workable.

Wyatt continued explaining the general alignment features. Stations in downtown Miami and Miami Beach will be at-grade, and in the median or curbside. There are two proposed aerial stations on the MacArthur Causeway at Watson and Terminal Islands. He showed examples illustrating each of the station configurations. He said at-grade platforms will be about nine inches taller than the existing curbs, or 14 inches high. The floors of the street cars will be equal in height to the platform to allow level access to all riders, including those in wheelchairs. The proposed platforms and vehicles are in full compliance with the Americans with Disabilities Act (ADA).

COMB Planning Board member Jean-Francois Lejeune said he was surprised to see median stations with streetcars running on either side. He said he had not seen this anywhere in the world and had been under the impression the stations would be curbside on either side of the street. He said curbside stations would not require passengers to cross in front of both the traffic and a streetcar. Lejeune asked why the technical team is planning on constructing Bay Link contrary to the way most systems are constructed throughout the world, which is with curbside stations. He said he does not know how the engineers will fit a twenty-foot wide station in the median. Wyatt told Lejeune the station platforms would be ten feet wide.

Flamingo Park resident Dan Outerbridge said Miami Beach stations were moved to the median because that was the consensus of those attending the Station Area Planning meetings. He said median stations act as a pedestrian refuge and would make Miami Beach streets more pedestrian friendly.

Wyatt said curbside stations were considered during the initial stages of Phase 2 and noted the original LPA showed curbside stations at most places except for Washington Avenue. He also explained that with curbside stations a considerable amount of parking would be lost and there would be major problems with vehicles double-parking and blocking the streetcars.

Miami-Dade County Commissioner for District 5 Bruno Barreiro asked where the elevated stations would be. Wyatt said they would be on Watson Island and Terminal Island. However, he said the streetcar would be at-grade for most of the MacArthur Causeway. Wyatt explained that an at-grade station on Terminal Island is not possible because of the curvature of the road. An elevated station alleviates this problem. Wyatt said traffic on Watson Island is projected to grow substantially and the aerial station, though more expensive, will keep the streetcars out of the competition for space and surface.

Miami Beach Commissioner Matti Bower asked why there was no stop at Palm and Hibiscus Islands for day workers. Fernandez said during the first phase of the study the residents of Palm and Hibiscus

Island indicated that they did not want a station near the islands. He said ridership studies then showed insufficient demand to justify the cost of a station and that locating a station there would add time to the trip across the Causeway. Buses will still provide service to these locations.

Miami Beach Commissioner Luis Garcia said he had also attended the meeting at which the residents of the Islands stated they did not want a station.

Wyatt then showed the committee the proposed South Pointe LPA configuration. Lejeune asked if the streetcar will be at-grade in front of the new building on the southwest corner of Alton Road and 5th Street. Wyatt said that by the time the system reaches that point it would be back down to grade.

Garcia said the two stations at the corner of 5th Street and Alton Road seem to be to very close together. Wyatt explained that since the two are on separate lines they need to be in proximity to serve as a transfer point.

Lejeune said he believes the station at 4th Street and Alton Road should be removed and the transfer point should be moved to 6th Street and Alton Road. Wyatt stated that there is a station in that general area and passengers can use it as a transfer station, but during the community meetings the consensus was that it would be better if riders did not have to cross any part of busy 5th Street to transfer. Fernandez said a lot of planning had gone into these station locations and all indicators point to them as the key transfer point of the system. As a result, it must be as user friendly as possible. He said there had been discussion of constructing a pedestrian walkway across 5th Street but it was decided it was less intrusive to have two stations at the corner of 5th Street and Alton Road linked by a pedestrian walkway to function as the transfer station.

Wyatt then reviewed the stations along the Washington Corridor. He said all will be median stations as determined by the LPA previously adopted by the Miami Beach Commission. Bower asked how wide the median stations are. Wyatt said approximately 10 feet wide and 160 to 180 feet long including the ramps to enter the station. Someone asked whether there was enough space in the median to accommodate stations and Wyatt said there was. He said if the stations were moved to the curb a substantial amount of parking would be lost. Lejeune asked what will be between the tracks when there is not a station. Wyatt explained that turning lanes for the left turn movements would remain in the median except where a station is built.

Wyatt then described the redefined LPA for the Miami Beach Convention Center Area. He said very little right-of-way acquisition is necessary for the project, but on the corner of 17th Street and Alton Road some right-of-way may need to be taken to enable the intersection to function. He said at the time of construction the intersection could also be improved, as it is a cause of major bottlenecks.

Garcia said the current LPA shows the streetcar running along 22nd Street and turning onto Collins Avenue. He expressed concern because it is not a straight street and right-of-way may need to be taken. Wyatt said in this area it is not likely that any right-of-way will be acquired except on Dade Boulevard, where it will be necessary to make the turn and cross the canal. Fernandez said it is not possible for the streetcar to use 23rd Street because right-of-way would need to be acquired to make the right turn onto Collins Avenue and there is an historic building at that corner.

The committee then focused on the option extending west from 17th Street and Alton Road. Lejeune asked the purpose of moving the LPA to West Avenue, crossing the canal via a bridge that must be

built and ending up at Dade Boulevard, as opposed to taking the system north on Alton Road to Dade Boulevard. Lejeune said he thought the jog to the west added several minutes to the overall trip. Wyatt agreed and said this extra turn was originally taken out of the alignment but citizen consensus was to put it back, as in their eyes it better serves Miami Beach residents and mitigates some of the problems at the intersection of Alton and 17th Street as well as at Dade Boulevard. Becca said the deviation from the straight line was also adopted by the Miami Beach Commission as part of the LPA laid out by their independent consultant.

Fernandez said another option suggested by Miami Beach City staff was also being looked at. It would entail running the circulator system north on Alton Road past 17th Street and Dade Boulevard, making a right turn on 19th Street and coming back to Dade Boulevard at the intersection of Dade and Michigan Avenue.

Fernandez said the technical team was looking at several options to keep the system out of the intersection of 17th and Alton Road. They have explored turning left on Lenox Avenue from 17th Street, moving south, then making a right turn onto Lincoln Road, finally turning left onto Alton to head south again. The proposed West Avenue route spoken of earlier would avoid the intersection as well. Fernandez said the current preferred alternative has the regional station near the corner of 17th and Alton and this will entail acquiring right-of-way from either Burger King or more realistically Blockbuster on the northeast corner.

Fernandez also said that even if the proposed West Avenue bridge is not part of the final alignment it still may be incorporated into the project as a way to mitigate traffic congestion caused by the streetcars operating through the intersection of 17th Street and Alton Road.

Wyatt then took the committee through the Alton Corridor. He said the stations on Alton would be in the median, with the exception of the two on either side of the 5th Street flyover. Moving south, the system will split and move from the median to curbside north of 8th Street with stations on either side of 6th Street.

Lejeune and Bower asked why the other stations on Alton Road had been moved to the median. Wyatt said that was a result of community consensus during the station area planning meetings. Bower wanted to know if the stations could at some point be moved back to curbside as she was informed this would be possible. Wyatt pointed out that the streetcars do not actually operate along the curb but in the right-hand travel lane. The stations constructed for this type of alignment would jut out from the curb to meet the streetcars, as otherwise all the parking on both sides of the street would be lost.

Lejeune and Bower expressed reservations about too much public input refining the LPA. They would like to know what all the alternatives are. Wyatt assured them that all possible options were being addressed by the technical team and no recommendations will be made that are not technically sound.

Alliance for Reliable Transit member Erika Brigham said at the end of Bay Link's first phase the Miami Beach independent consultant commented favorably on the possibility of median stations on Alton Road. She said the main reason for median stations is to keep parking intact as much as possible, to provide a pedestrian refuge while crossing busy Miami Beach streets, and to act as a traffic calming device.

Bower said both median and curbside stations should be researched to decide which has less impact on the city. Bower said she just wants what is the best for Miami Beach.

Wyatt described the Watson Island station and said it will serve the venues currently on the island or planned for the future. He said the Bay Link system would interface with the Metromover at Bicentennial Park.

Alliance for Reliable Transit member Randall Robinson asked if a bike path is incorporated into plans for MacArthur Causeway. Fernandez said the bike path could be included in the future but the Bay Link project is not yet at that level of detail in the planning and design. He said the dedicated lane to be built across the causeway leaves very little room for the streetcar to operate but the bike path option will be assessed.

Wyatt said the downtown stations are curbside. He reviewed the Biscayne Corridor LPA with the committee. Miami Commissioner Johnny Winton and Lejeune agreed that the stations are spaced too far apart on Biscayne Boulevard and do not provide sufficient coverage of the area. Winton said this is going to be an area developing quickly and the Bay Link system should reflect that. He said a station is needed somewhere near 10th Street and Biscayne Boulevard.

Wyatt then discussed the stations in the Downtown Loop. Barreiro asked if the committee could see an illustration at the next meeting of how each of the transit systems will interface, including Bay Link, Metrorail, Metromover, and Miami-Dade bus routes. Winton said part of the reason for Miami interest in the Bay Link project is to get the busses out of downtown Miami.

Lejeune asked why the alignment does not move along NW 1st Avenue in Miami. Wyatt said originally the LPA was on NW 1st Avenue but in order to share an alignment with the proposed Miami Streetcar System, Bay Link was shifted. Winton said none of the alignments are final yet.

Lejeune asked if any consideration had been given to running the streetcar along Flagler Street and making it a pedestrian walkway. Winton said that was a complicated issue which could not be answered during this meeting.

Fernandez said the project will be presented to the MPO on July 29. He said before that meeting there will be one more BLAC meeting, a presentation to the Miami Commission, possibly the Miami Beach Commission if they accept the team's offer to present, and a third tier Miami Beach Station Area Design meeting where the entire Miami Beach alignment will be reviewed and discussed with the citizens.

Barreiro said he believes a link between downtown Miami and Miami Beach is necessary but he has serious reservations regarding the streetcar technology being proposed. He believes a heavy rail system is necessary. Garcia said there is no possibility of Miami Beach residents approving a heavy rail system, especially an elevated system. Winton said he believes the county does not have the money to build a more expensive heavy rail system. Barreiro said the county does have the money.

Barreiro asked what is being asked at the July MPO meeting. Fernandez said the project team will be making a similar presentation to the MPO as an information item.

6.0 Set date for second meeting week of July 19 - Chairperson

Nostrand scheduled the next BLAC meeting for July 21, 2005 at 5:30 p.m. in the Miami Outboard Club.

7.0 Adjournment - Chairperson

Nostrand adjourned the meeting at 6:40 pm.

Please respond with any comments, errors or modifications within 10 days of receiving this memorandum. These minutes will be entered into the project records upon completion of the 10 days from July 14, 2004. For more information log on to www.miamidade.gov/mpo.

Miami-Miami Beach Transportation Corridor Study

Presentation to the Bay Link Advisory Committee

Bay Link



July 21, 2004

**Presentation to the
Bay Link Advisory Committee**

July 21, 2004

Meeting Objectives

- Review and Discussion of Items Raised at Last Meeting.
- Review Additional Technical Data.
- Formalize Committee Recommendations

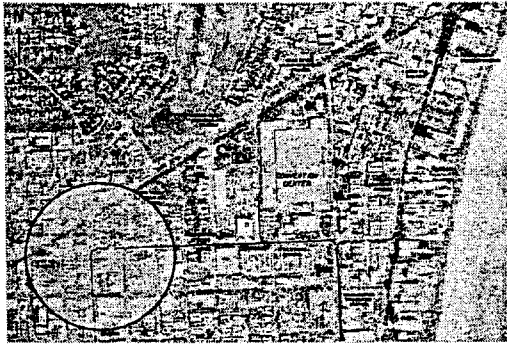
Open Issues

Median Vs. Curbside Station Impacts

Median

- Location would require crossing only half of street to access platform.
- Platform provides haven for those having difficulty crossing the entire street on a single light.
- Impact on existing on-street parking will be minimized.
- Left turns at station locations will be eliminated.
- Access to driveways, alleys, side streets and cross streets will not require every vehicle to cross the train tracks.
- Some left turn movements may need to be curtailed.

Miami Beach Alignment Modifications

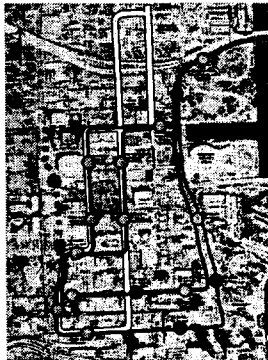


Open Issues

- Request to add station near NE 10th St on Biscayne Blvd.
- Request to move Bay Link (and Streetcar) to NW 1st Ave.
- Evaluation of impacts on City of Miami Beach of center versus side platform stations.
- Suggestion to eliminate West Avenue alignment.

Include all issues for further evaluation during PE/FEIS.

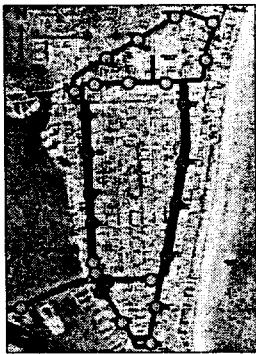
Miami Alignment & Station Locations



Legend:

- Bay Link Alignment
- Miami Streetcar Alignment
- Bay Link Stations
- Transfer Stations
- Potential Stations

Miami Beach Alignment & Station Locations



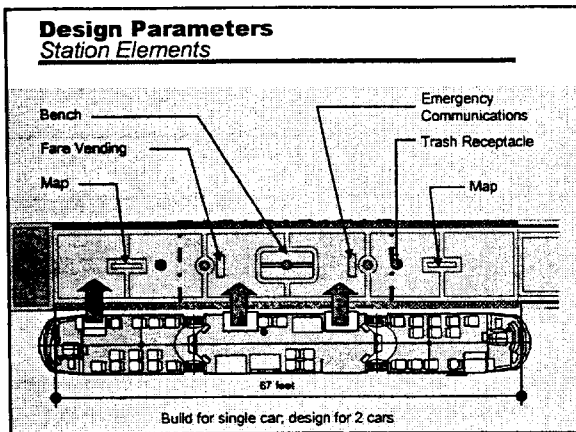
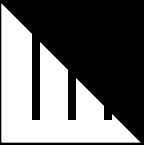
Legend:

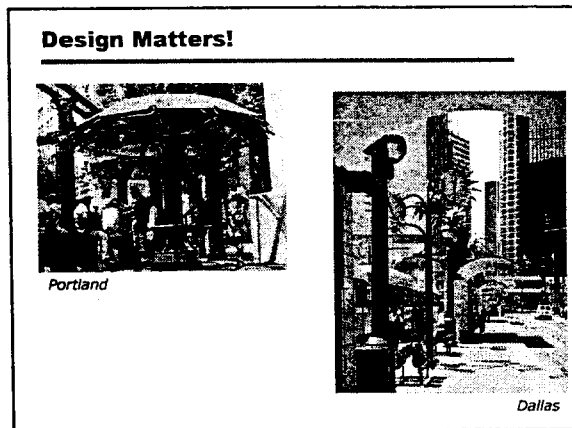
- Regional Connector
- Local Circulator
- Regional Station
- Circulator Station
- Transfer Station

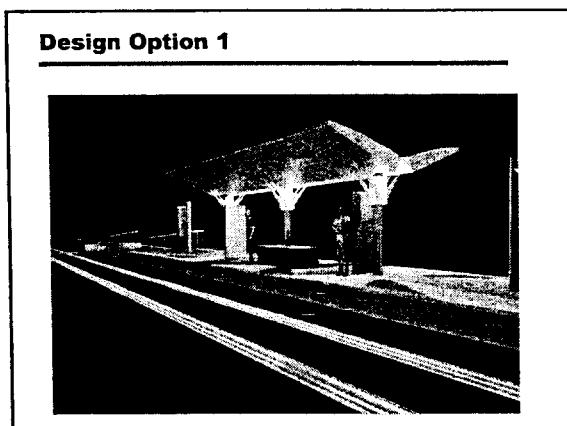
Statistical Comparison

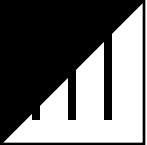
CATEGORY	DEIS LPA	REFINED LPA
[Redacted Table Content]		

(1) Subject to review of draft estimates.

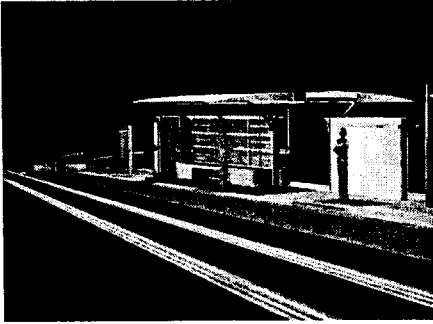






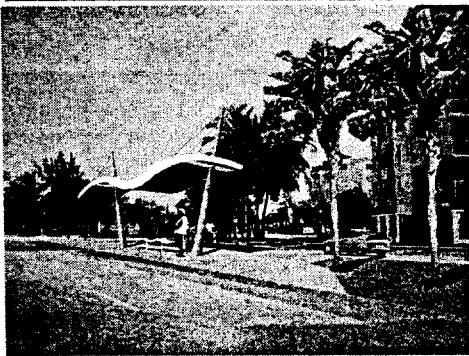


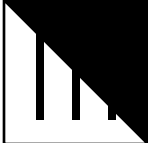
Design Option 4



Other Design Options

Tensile Structure





Miami Beach Station Prototype

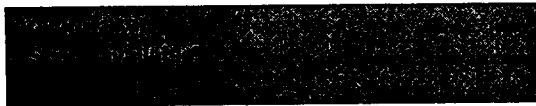


Washington & 14th Street Station

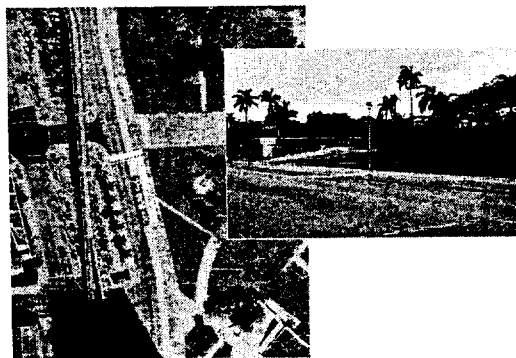
Bayfront Station

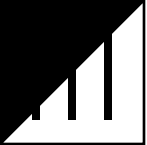
Consensus Meeting 1

- If space is available - leave station where proposed

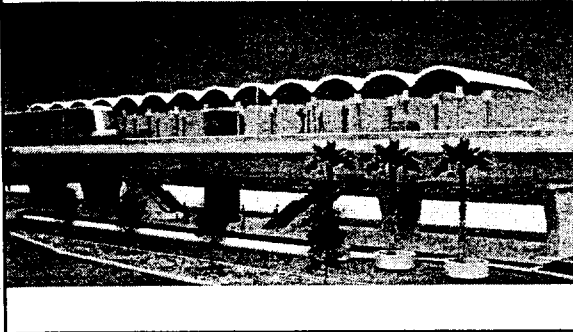


Bayfront Station

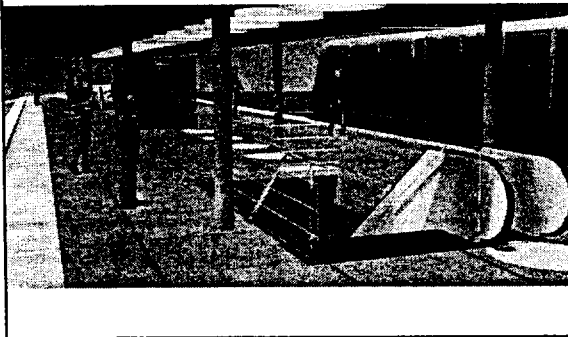




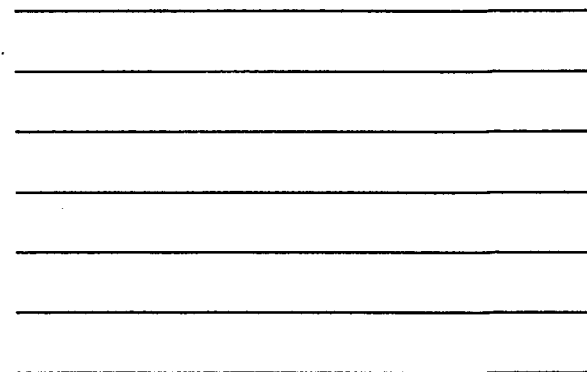
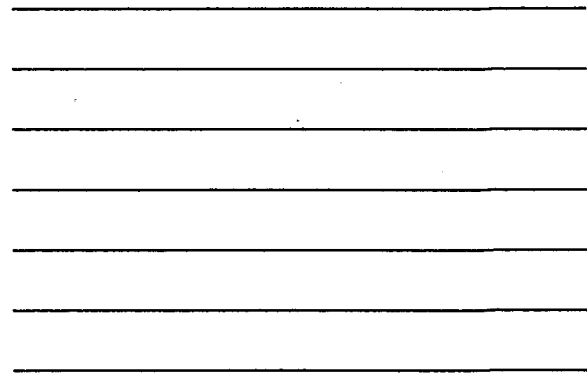
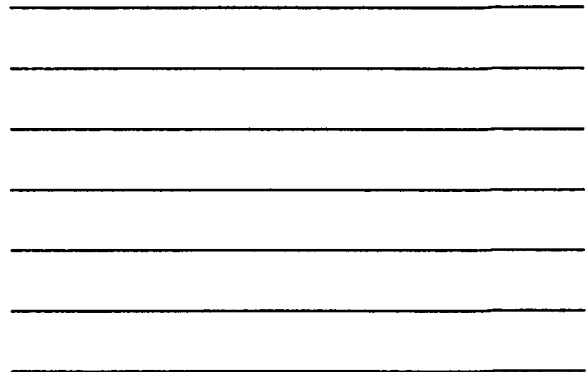
Watson Island Station – Option 3

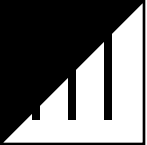


Watson Island Station

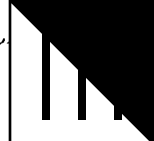


Capital Cost Methodology / Estimate





<hr/>	
	Review Comments
	<hr/>
	Questions & Concerns

**Matthew Monica**

From: Nostrand, Stephen [SNostrand@codina.com]
Sent: Wednesday, July 14, 2004 3:44 PM
To: Matthew Monica; bruno@miamidade.gov; cfb@miamidade.gov; matti@miamibeachfl.gov; mconway@ci.miami.fl.us; luis@miamibeachfl.gov; flejeune@miami.edu; rmontoya@mdc.edu; Nostrand, Stephen; javier.rodriguez@dot.state.fl.us; artteele@ci.miami.fl.us; jwinton@ci.miami.fl.us
Subject: RE: Bay Link Advisory Committee (BLAC) From The Chair

Dear Members: At our final meeting we will review the station designs, the progress on updating the capital and operating costs and the ridership forecasting and financial plans. I would like to suggest for your consideration that the committee discuss whether or not we want to make recommendations, after all the discussion, to the MPO for their consideration at the July 29 the meeting. I believe our recommendations could have a positive effect on the upcoming process. There could be several points to consider in those recommendations that might include:

- Accept the Locally Preferred Alternative as further developed during Phase II (even though they have already adopted the LPA) as the basis for the application to the Federal Transit Administration for the PE/FEIS.
- Assure that Bay Link provide easily accessible connections to other modes of transportation within the County including rail and bus
- Direct that the submittal of the PE/FEIS be completed by mid August 2004 in order to be included in the upcoming new Starts cycle
- Upgrade the Bay Link corridor priority in the current Miami-Dade County Long Range Plan, subject to the FTA's rating of the project
- Continue the Bay Link project development process, in cooperation with Miami-Dade Transit, through future phases such as preliminary engineering, final design and construction.

This communication is subject to the Sunshine Law, therefore no replies are permitted. Thanks for your continuing commitment.

Hakuna Matata!

7/21/2004



BAY LINK PROJECT

**Bay Link Advisory Committee (BLAC) Meeting
Wednesday, July 21, 2004 @ 5:30 PM
Miami Outboard Club
1099 MacArthur Causeway, Watson Island**

AGENDA

- 1.0 Call Meeting to Order**
- 2.0 Approve Minutes From June 23, 2004 Meeting**
- 3.0 Review Meeting Objectives**
 - a. Review and Discussion of Items Raised at Last Meeting
 - b. Review Additional Technical Data
 - c. Formalize Committee Recommendation
- 4.0 Refined LPA Alignment and Station Locations to Serve as Basis for PE/FEIS**
- 5.0 Review Station Designs**
- 6.0 Capital Cost Review**
- 7.0 Operations Planning**
- 8.0 General Financial Plan**
- 9.0 Discuss BLAC Recommendations**
- 10.0 Other**
 - a. Follow-up to address Patronage Forecast, O&M Costs, Financial Plan, and any other open issues.
 - b. BLAC's continued service during PE/FEIS Phase.